

STANDARD FORM 1449 (REV 4/2002)  
Prescribed by GSA  
FAR (48 CFR) 53.212

## Section SF 1449 - CONTINUATION SHEET

BASE PERIOD – Furnish all necessary management, personnel, materials, supplies, parts, tools, equipment, etc., to provide maintenance services as described in the Description/Specifications/Statement of Work, for the period 1 October 2005, or date of award, whichever is later, through 30 September 2006.

**CARPENTRY & PAINTING**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	Normal Service Call	50	Each	_____	_____
0002	Emergency Service Call	20	Each	_____	_____
0003	Emergency Debris Removal		NOT TO EXCEED		<u>\$50,000.00</u>
0004	Estimated Materials Costs for Service, Repair, and Parts		NOT TO EXCEED		<u>\$45,000.00</u>

**CARPENTRY**

0005	Remove/Replace Existing Timbers under 20 L.F.	20	Linear Foot	_____	_____
0006	Remove/Replace Existing Timbers 20 - 700 L.F.	700	Linear Foot	_____	_____
0007	Install Timbers - Under 200 L.F.	200	Linear Foot	_____	_____
0008	Install Timbers - Over 200 L.F.	2,000	Linear Foot	_____	_____
0009	Replace/Install Lantern Hangers	25	Each	_____	_____
0010	Replace/Install Fire Rings and Grills	80	Each	_____	_____
0011	Replace/Install Two Post Sign	40	Each	_____	_____
0012	Replace/Install One Post Sign	40	Each	_____	_____
0013	Replace/Install Wall Mounted Sign	5	Each	_____	_____
0014	Fill Material (Min 3 tons up to 700 tons)	700	Gross Ton	_____	_____
0015	Sand Material (Min. 3 Tons)	700	Gross Ton	_____	_____
0016	Screening Material (Min. 3 tons up to 700 tons)	700	Gross Ton	_____	_____
0017	Aggregate Base Material (Min. 3 tons up to 50 tons)	50	Gross Ton	_____	_____
0018	Aggregate Base Material (over 50 tons)	600	Gross Ton	_____	_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0019	Replace Door Closer (Light Duty)	15	Each	_____	_____
0020	Replace Door Frame	10	Each	_____	_____
0021	Replace Metal Entry Door	10	Each	_____	_____
0022	Replace Aluminum Storm Doors	2	Each	_____	_____
0023	Replace stainless steel mirror 24" X 30"	6	Each	_____	_____
0024	Replace stainless steel soap dish	2	Each	_____	_____
0025	Replace paper towel holder	5	Each	_____	_____
0026	Replace window glass - Less than 8 SF	8	Each	_____	_____
0027	Replace window glass - 8 SF or more	60	Square Foot	_____	_____
0028	Replace plexiglass - Less than 8 SF	8	Each	_____	_____
0029	Replace plexiglass - 8 SF or more	48	Square Foot	_____	_____
0030	Replace screens	100	Square Foot	_____	_____
0031	Replace aluminum ventilator	10	Each	_____	_____
0032	Replace or install shower bench	20	Each	_____	_____
0033	Replace toilet seat - Open front	6	Each	_____	_____
0034	Replace toilet seat - Closed front	10	Each	_____	_____
0035	Weekend maintenance	20	Each	_____	_____
0036	Estimated materials cost for Weekend Maintenance		NOT TO EXCEED		<u>\$9,000.00</u>
0037	Replace/Install concrete wheelstops	70	Each	_____	_____
0038	Replace/Install utility table tops	50	Each	_____	_____
0039	Replace/Install toilet paper holder	20	Each	_____	_____
0040	Removal of Graffiti/Restoring 100 SF	100	Square Foot	_____	_____
0041	Install fiber glass reinforced panel (4 x 8 sheets)	50	Each	_____	_____
0042	Fiber glass reinforced panel adhesive	20	Each	_____	_____

**PAINTING**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0043	Oil base, Primer coat - (20 - 500 SF)	500	Square Foot	_____	_____
0044	Oil base, Primer coat - (500 or more SF)	4,000	Square Foot	_____	_____
0045	Oil base, Intermediate or finish coat (20 - 500 SF)	500	Square Foot	_____	_____
0046	Oil base, Intermediate or finish coat (500 or more SF)	5,000	Square Foot	_____	_____
0047	Latex, Primer coat - (20 - 500 SF)	500	Square Foot	_____	_____
0048	Latex, Primer coat - (500 or more SF)	6,000	Square Foot	_____	_____
0049	Latex, Intermediate or finish coat (20 - 500 SF)	500	Square Foot	_____	_____
0050	Latex, Intermediate or finish (500 or more SF)	5,000	Square Foot	_____	_____
0051	Pavement Marking - Less than 1000 LF	1,000	Linear Foot	_____	_____
0052	Pavement Marking - 1000 or more LF	8,000	Linear Foot	_____	_____

**ELECTRICAL**

0053	Normal service call	8	Each	_____	_____
0054	Emergency service call	8	Each	_____	_____
0055	Estimated materials costs	NOT TO EXCEED			<u>\$14,000.00</u>
0056	Replace hand dryer in toilet	8	Each	_____	_____
0057	Replace or install camper pedestal (50 Amp)	60	Each	_____	_____
0058	Replace security light bulb	40	Each	_____	_____
0059	Replace security light fixture	25	Each	_____	_____
0060	Replace PE cells	20	Each	_____	_____
0061	Trenching (electrical lines)	5,000	Linear Foot	_____	_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0062	Replace underground electrical wiring 2/0 AWG (Over 100 LF)	2,000	Linear Foot	_____	_____
0063	Replace underground electrical wiring 2/0 AWG (less than 100 LF)	100	Linear Foot	_____	_____
0064	Replace underground electrical wiring - #4 AWG	200	Linear Foot	_____	_____
0065	Replace underground electrical wiring - #6 AWG	200	Linear Foot	_____	_____
<b><u>PLUMBING AND SEPTIC SYSTEM</u></b>					
0066	Normal service call	50	Each	_____	_____
0067	Emergency service call	25	Each	_____	_____
0068	Estimated materials costs for service call repair parts	NOT TO EXCEED			<u>\$12,000.00</u>
0069	Trenching and backfilling (water lines)	1,000	Linear Foot	_____	_____
0070	Unplug Diverter Box	6	Each	_____	_____
0071	Replace valve/faucet (sink and faucet)	20	Each	_____	_____
0072	Replace push button valve	5	Each	_____	_____
0073	Replace urinal or stool valve	5	Each	_____	_____
0074	Replace water mixing valve (Sinks and showers)	6	Each	_____	_____
0075	Replace toilet stool (commode)	8	Each	_____	_____
0076	Replace urinal (waterborne)	6	Each	_____	_____
0077	Replace riser (vault toilet)	8	Each	_____	_____
0078	Replace sump pump (submergible)	8	Each	_____	_____
0079	Replace lift station pump	8	Each	_____	_____
0080	Replace or install underground water line - PVC 3/4" - 2" pipe	5,000	Linear Foot	_____	_____
0081	Replace or install underground water line - PVC over 2" - 4" pipe	5,000	Linear Foot	_____	_____
0082	Replace water line - above ground	100	Linear Foot	_____	_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0083	Replace water heater	8	Each	_____	_____
0084	Replace drinking fountain	4	Each	_____	_____
0085	Replace Bubbler on drinking fountain	1	Each	_____	_____
0086	Replace frost proof water hydrant	30	Each	_____	_____
0087	Replace or install hydrant assembly to include valve box, riser & cap, hydrant, & vermiculite	50	Each	_____	_____
0088	Replace trailer dump station water tower	4	Each	_____	_____
0089	Replace valve box	10	Each	_____	_____
0090	Replace meter box	5	Each	_____	_____
<b><u>EQUIPMENT RENTALS</u></b>					
0091	Dump Truck, 2 1/2 ton	120	Hours	_____	_____
0092	Dump Truck, 5 ton	130	Hours	_____	_____
0093	Backhoe	500	Hours	_____	_____
0094	Tractor w/Blade	80	Hours	_____	_____
0095	Tractor w/Auger	10	Hours	_____	_____
0096	Tractor w/Front Loader	80	Hours	_____	_____
0097	Dozier Work	500	Hours	_____	_____
0098	Trackhoe	250	Hours	_____	_____
0099	Road Grader	250	Hours	_____	_____
0100	Bucket Truck	200	Hours	_____	_____
0101	Concrete saw	60	Hours	_____	_____
<b><u>TREE REMOVAL/UNDERBRUSHING</u></b>					
0102	Tree removal - 6" to 12" Pine	50	Each	_____	_____
0103	Tree removal - 12" to 20" Pine	30	Each	_____	_____
0104	Tree removal - 6" to 12" Hardwood	20	Each	_____	_____
0105	Tree removal - 12" to 16" Hardwood	20	Each	_____	_____
0106	Tree removal - 16" to 20" Hardwood	10	Each	_____	_____
0107	Underbrushing	80	Acre	_____	_____

**HERBICIDE**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0108	Herbicide application	400	Acre	_____	_____

**GABION**

0109	Gabion Installation	500	Cubic Yard	_____	_____
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**BOUY INSTALLATION/REMOVAL**

0110	Bouy installation/removal	120	Each	_____	_____
0111	Estimated material cost		NOT TO EXCEED		<u>\$12,000.00</u>

**ELEVATOR MAINTENANCE**

0112	Quarterly Elevator maintenance	4	Each	_____	_____
0113	Emergency service call	20	Each	_____	_____
0114	Estimated material cost		NOT TO EXCEED		<u>\$10,000.00</u>

TOTAL ESTIMATED PRICE – BASE PERIOD  
(Line Items 0001 – 0114)

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FIRST OPTION PERIOD – Furnish all necessary management, personnel, materials, supplies, parts, tools, equipment, etc., to provide maintenance services as described in the Description/Specifications/Statement of Work, for the period 1 October 2006 through 30 September 2007.

**CARPENTRY & PAINTING**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0115	Normal Service Call	50	Each	_____	_____
0116	Emergency Service Call	20	Each	_____	_____
0117	Emergency Debris Removal		NOT TO EXCEED		<u>\$50,000.00</u>
0118	Estimated Materials Costs for Service, Repair, and Parts		NOT TO EXCEED		<u>\$45,000.00</u>

**CARPENTRY**

0119	Remove/Replace Existing Timbers under 20 L.F.	20	Linear Foot	_____	_____
0120	Remove/Replace Existing Timbers 20 - 700 L.F.	700	Linear Foot	_____	_____
0121	Install Timbers - Under 200 L.F.	200	Linear Foot	_____	_____
0122	Install Timbers - Over 200 L.F.	2,000	Linear Foot	_____	_____
0123	Replace/Install Lantern Hangers	25	Each	_____	_____
0124	Replace/Install Fire Rings and Grills	80	Each	_____	_____
0125	Replace/Install Two Post Sign	40	Each	_____	_____
0126	Replace/Install One Post Sign	40	Each	_____	_____
0127	Replace/Install Wall Mounted Sign	5	Each	_____	_____
0128	Fill Material (Min 3 tons up to 700 tons)	700	Gross Ton	_____	_____
0129	Sand Material (Min. 3 Tons)	700	Gross Ton	_____	_____
0130	Screening Material (Min. 3 tons up to 700 tons)	700	Gross Ton	_____	_____
0131	Aggregate Base Material (Min. 3 tons up to 50 tons)	50	Gross Ton	_____	_____
0132	Aggregate Base Material (over 50 tons)	600	Gross Ton	_____	_____



ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0133	Replace Door Closer (Light Duty)	15	Each	_____	_____
0134	Replace Door Frame	10	Each	_____	_____
0135	Replace Metal Entry Door	10	Each	_____	_____
0136	Replace Aluminum Storm Doors	2	Each	_____	_____
0137	Replace stainless steel mirror 24" X 30"	6	Each	_____	_____
0138	Replace stainless steel soap dish	2	Each	_____	_____
0139	Replace paper towel holder	5	Each	_____	_____
0140	Replace window glass - Less than 8 SF	8	Each	_____	_____
0141	Replace window glass - 8 SF or more	60	Square Foot	_____	_____
0142	Replace plexiglass - Less than 8 SF	8	Each	_____	_____
0143	Replace plexiglass - 8 SF or more	48	Square Foot	_____	_____
0144	Replace screens	100	Square Foot	_____	_____
0145	Replace aluminum ventilator	10	Each	_____	_____
0146	Replace or install shower bench	20	Each	_____	_____
0147	Replace toilet seat - Open front	6	Each	_____	_____
0148	Replace toilet seat - Closed front	10	Each	_____	_____
0149	Weekend maintenance	20	Each	_____	_____
0150	Estimated materials cost for Weekend Maintenance		NOT TO EXCEED		<u>\$9,000.00</u>
0151	Replace/Install concrete wheelstops	70	Each	_____	_____
0152	Replace/Install utility table tops	50	Each	_____	_____
0153	Replace/Install toilet paper holder	20	Each	_____	_____
0154	Removal of Graffiti/Restoring 100 SF	100	Square Foot	_____	_____
0155	Install fiber glass reinforced panel (4 x 8 sheets)	50	Each	_____	_____
0156	Fiber glass reinforced panel adhesive	20	Each	_____	_____

**PAINTING**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0157	Oil base, Primer coat - (20 - 500 SF)	500	Square Foot	_____	_____
0158	Oil base, Primer coat - (500 or more SF)	4,000	Square Foot	_____	_____
0159	Oil base, Intermediate or finish coat (20 - 500 SF)	500	Square Foot	_____	_____
0160	Oil base, Intermediate or finish coat (500 or more SF)	5,000	Square Foot	_____	_____
0161	Latex, Primer coat - (20 - 500 SF)	500	Square Foot	_____	_____
0162	Latex, Primer coat - (500 or more SF)	6,000	Square Foot	_____	_____
0163	Latex, Intermediate or finish coat (20 - 500 SF)	500	Square Foot	_____	_____
0164	Latex, Intermediate or finish (500 or more SF)	5,000	Square Foot	_____	_____
0165	Pavement Marking - Less than 1000 LF	1,000	Linear Foot	_____	_____
0166	Pavement Marking - 1000 or more LF	8,000	Linear Foot	_____	_____

**ELECTRICAL**

0167	Normal service call	8	Each	_____	_____
0168	Emergency service call	8	Each	_____	_____
0169	Estimated materials costs		NOT TO EXCEED		<u>\$14,000.00</u>
0170	Replace hand dryer in toilet	8	Each	_____	_____
0171	Replace or install camper pedestal (50 Amp)	60	Each	_____	_____
0172	Replace security light bulb	40	Each	_____	_____
0173	Replace security light fixture	25	Each	_____	_____
0174	Replace PE cells	20	Each	_____	_____
0175	Trenching (electrical lines)	5,000	Linear Foot	_____	_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0176	Replace underground electrical wiring 2/0 AWG (Over 100 LF)	2,000	Linear Foot	_____	_____
0177	Replace underground electrical wiring 2/0 AWG (less than 100 LF)	100	Linear Foot	_____	_____
0178	Replace underground electrical wiring - #4 AWG	200	Linear Foot	_____	_____
0179	Replace underground electrical wiring - #6 AWG	200	Linear Foot	_____	_____
<b><u>PLUMBING AND SEPTIC SYSTEM</u></b>					
0180	Normal service call	50	Each	_____	_____
0181	Emergency service call	25	Each	_____	_____
0182	Estimated materials costs for service call repair parts	NOT TO EXCEED			<u>\$12,000.00</u>
0183	Trenching and backfilling (water lines)	1,000	Linear Foot	_____	_____
0184	Unplug Diverter Box	6	Each	_____	_____
0185	Replace valve/faucet (sink and faucet)	20	Each	_____	_____
0186	Replace push button valve	5	Each	_____	_____
0187	Replace urinal or stool valve	5	Each	_____	_____
0188	Replace water mixing valve (Sinks and showers)	6	Each	_____	_____
0189	Replace toilet stool (commode)	8	Each	_____	_____
0190	Replace urinal (waterborne)	6	Each	_____	_____
0191	Replace riser (vault toilet)	8	Each	_____	_____
0192	Replace sump pump (submergible)	8	Each	_____	_____
0193	Replace lift station pump	8	Each	_____	_____
0194	Replace or install underground water line - PVC 3/4" - 2" pipe	5,000	Linear Foot	_____	_____
0195	Replace or install underground water line - PVC over 2" - 4" pipe	5,000	Linear Foot	_____	_____
0196	Replace water line - above ground	100	Linear Foot	_____	_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0197	Replace water heater	8	Each	_____	_____
0198	Replace drinking fountain	4	Each	_____	_____
0199	Replace Bubbler on drinking fountain	1	Each	_____	_____
0200	Replace frost proof water hydrant	30	Each	_____	_____
0201	Replace or install hydrant assembly to include valve box, riser & cap, hydrant, & vermiculite	50	Each	_____	_____
0202	Replace trailer dump station water tower	4	Each	_____	_____
0203	Replace valve box	10	Each	_____	_____
0204	Replace meter box	5	Each	_____	_____
<b><u>EQUIPMENT RENTALS</u></b>					
0205	Dump Truck, 2 1/2 ton	120	Hours	_____	_____
0206	Dump Truck, 5 ton	130	Hours	_____	_____
0207	Backhoe	500	Hours	_____	_____
0208	Tractor w/Blade	80	Hours	_____	_____
0209	Tractor w/Auger	10	Hours	_____	_____
0210	Tractor w/Front Loader	80	Hours	_____	_____
0211	Dozier Work	500	Hours	_____	_____
0212	Trackhoe	250	Hours	_____	_____
0213	Road Grader	250	Hours	_____	_____
0214	Bucket Truck	200	Hours	_____	_____
0215	Concrete saw	60	Hours	_____	_____
<b><u>TREE REMOVAL/UNDERBRUSHING</u></b>					
0216	Tree removal - 6" to 12" Pine	50	Each	_____	_____
0217	Tree removal - 12" to 20" Pine	30	Each	_____	_____
0218	Tree removal - 6" to 12" Hardwood	20	Each	_____	_____
0219	Tree removal - 12" to 16" Hardwood	20	Each	_____	_____
0220	Tree removal - 16" to 20" Hardwood	10	Each	_____	_____
0221	Underbrushing	80	Acre	_____	_____

**HERBICIDE**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0222	Herbicide application	400	Acre	_____	_____

**GABION**

0223	Gabion Installation	500	Cubic Yard	_____	_____
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**BOUY INSTALLATION/REMOVAL**

0224	Bouy installation/removal	120	Each	_____	_____
0225	Estimated material cost		NOT TO EXCEED		<u>\$12,000.00</u>

**ELEVATOR MAINTENANCE**

0226	Quarterly Elevator maintenance	4	Each	_____	_____
0227	Emergency service call	20	Each	_____	_____
0228	Estimated material cost		NOT TO EXCEED		<u>\$10,000.00</u>

TOTAL ESTIMATED PRICE – FIRST OPTION PERIOD  
(Line Items 0115 – 0228)

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SECOND OPTION PERIOD – Furnish all necessary management, personnel, materials, supplies, parts, tools, equipment, etc., to provide maintenance services as described in the Description/Specifications/Statement of Work, for the period 1 October 2007 through 30 September 2008.

**CARPENTRY & PAINTING**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0229	Normal Service Call	50	Each	_____	_____
0230	Emergency Service Call	20	Each	_____	_____
0231	Emergency Debris Removal		NOT TO EXCEED		<u>\$50,000.00</u>
0232	Estimated Materials Costs for Service, Repair, and Parts		NOT TO EXCEED		<u>\$45,000.00</u>

**CARPENTRY**

0233	Remove/Replace Existing Timbers under 20 L.F.	20	Linear Foot	_____	_____
0234	Remove/Replace Existing Timbers 20 - 700 L.F.	700	Linear Foot	_____	_____
0235	Install Timbers - Under 200 L.F.	200	Linear Foot	_____	_____
0236	Install Timbers - Over 200 L.F.	2,000	Linear Foot	_____	_____
0237	Replace/Install Lantern Hangers	25	Each	_____	_____
0238	Replace/Install Fire Rings and Grills	80	Each	_____	_____
0239	Replace/Install Two Post Sign	40	Each	_____	_____
0240	Replace/Install One Post Sign	40	Each	_____	_____
0241	Replace/Install Wall Mounted Sign	5	Each	_____	_____
0242	Fill Material (Min 3 tons up to 700 tons)	700	Gross Ton	_____	_____
0243	Sand Material (Min. 3 Tons)	700	Gross Ton	_____	_____
0244	Screening Material (Min. 3 tons up to 700 tons)	700	Gross Ton	_____	_____
0245	Aggregate Base Material (Min. 3 tons up to 50 tons)	50	Gross Ton	_____	_____
0246	Aggregate Base Material (over 50 tons)	600	Gross Ton	_____	_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0247	Replace Door Closer (Light Duty)	15	Each	_____	_____
0248	Replace Door Frame	10	Each	_____	_____
0249	Replace Metal Entry Door	10	Each	_____	_____
0250	Replace Aluminum Storm Doors	2	Each	_____	_____
0251	Replace stainless steel mirror 24" X 30"	6	Each	_____	_____
0252	Replace stainless steel soap dish	2	Each	_____	_____
0253	Replace paper towel holder	5	Each	_____	_____
0254	Replace window glass - Less than 8 SF	8	Each	_____	_____
0255	Replace window glass - 8 SF or more	60	Square Foot	_____	_____
0256	Replace plexiglass - Less than 8 SF	8	Each	_____	_____
0257	Replace plexiglass - 8 SF or more	48	Square Foot	_____	_____
0258	Replace screens	100	Square Foot	_____	_____
0259	Replace aluminum ventilator	10	Each	_____	_____
0260	Replace or install shower bench	20	Each	_____	_____
0261	Replace toilet seat - Open front	6	Each	_____	_____
0262	Replace toilet seat - Closed front	10	Each	_____	_____
0263	Weekend maintenance	20	Each	_____	_____
0264	Estimated materials cost for Weekend Maintenance		NOT TO EXCEED		<u>\$9,000.00</u>
0265	Replace/Install concrete wheelstops	70	Each	_____	_____
0266	Replace/Install utility table tops	50	Each	_____	_____
0267	Replace/Install toilet paper holder	20	Each	_____	_____
0268	Removal of Graffiti/Restoring 100 SF	100	Square Foot	_____	_____
0269	Install fiber glass reinforced panel (4 x 8 sheets)	50	Each	_____	_____
0270	Fiber glass reinforced panel adhesive	20	Each	_____	_____

**PAINTING**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0271	Oil base, Primer coat - (20 - 500 SF)	500	Square Foot	_____	_____
0272	Oil base, Primer coat - (500 or more SF)	4,000	Square Foot	_____	_____
0273	Oil base, Intermediate or finish coat (20 - 500 SF)	500	Square Foot	_____	_____
0274	Oil base, Intermediate or finish coat (500 or more SF)	5,000	Square Foot	_____	_____
0275	Latex, Primer coat - (20 - 500 SF)	500	Square Foot	_____	_____
0276	Latex, Primer coat - (500 or more SF)	6,000	Square Foot	_____	_____
0277	Latex, Intermediate or finish coat (20 - 500 SF)	500	Square Foot	_____	_____
0278	Latex, Intermediate or finish (500 or more SF)	5,000	Square Foot	_____	_____
0279	Pavement Marking - Less than 1000 LF	1,000	Linear Foot	_____	_____
0280	Pavement Marking - 1000 or more LF	8,000	Linear Foot	_____	_____

**ELECTRICAL**

0281	Normal service call	8	Each	_____	_____
0282	Emergency service call	8	Each	_____	_____
0283	Estimated materials costs	NOT TO EXCEED			<u>\$14,000.00</u>
0284	Replace hand dryer in toilet	8	Each	_____	_____
0285	Replace or install camper pedestal (50 Amp)	60	Each	_____	_____
0286	Replace security light bulb	40	Each	_____	_____
0287	Replace security light fixture	25	Each	_____	_____
0288	Replace PE cells	20	Each	_____	_____
0289	Trenching (electrical lines)	5,000	Linear Foot	_____	_____



ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0290	Replace underground electrical wiring 2/0 AWG (Over 100 LF)	2,000	Linear Foot	_____	_____
0291	Replace underground electrical wiring 2/0 AWG (less than 100 LF)	100	Linear Foot	_____	_____
0292	Replace underground electrical wiring - #4 AWG	200	Linear Foot	_____	_____
0293	Replace underground electrical wiring - #6 AWG	200	Linear Foot	_____	_____
<b><u>PLUMBING AND SEPTIC SYSTEM</u></b>					
0294	Normal service call	50	Each	_____	_____
0295	Emergency service call	25	Each	_____	_____
0296	Estimated materials costs for service call repair parts	NOT TO EXCEED			<u>\$12,000.00</u>
0297	Trenching and backfilling (water lines)	1,000	Linear Foot	_____	_____
0298	Unplug Diverter Box	6	Each	_____	_____
0299	Replace valve/faucet (sink and faucet)	20	Each	_____	_____
0300	Replace push button valve	5	Each	_____	_____
0301	Replace urinal or stool valve	5	Each	_____	_____
0302	Replace water mixing valve (Sinks and showers)	6	Each	_____	_____
0303	Replace toilet stool (commode)	8	Each	_____	_____
0304	Replace urinal (waterborne)	6	Each	_____	_____
0305	Replace riser (vault toilet)	8	Each	_____	_____
0306	Replace sump pump (submergible)	8	Each	_____	_____
0307	Replace lift station pump	8	Each	_____	_____
0308	Replace or install underground water line - PVC 3/4" - 2" pipe	5,000	Linear Foot	_____	_____
0309	Replace or install underground water line - PVC over 2" - 4" pipe	5,000	Linear Foot	_____	_____
0310	Replace water line - above ground	100	Linear Foot	_____	_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0311	Replace water heater	8	Each	_____	_____
0312	Replace drinking fountain	4	Each	_____	_____
0313	Replace Bubbler on drinking fountain	1	Each	_____	_____
0314	Replace frost proof water hydrant	30	Each	_____	_____
0315	Replace or install hydrant assembly to include valve box, riser & cap, hydrant, & vermiculite	50	Each	_____	_____
0316	Replace trailer dump station water tower	4	Each	_____	_____
0317	Replace valve box	10	Each	_____	_____
0318	Replace meter box	5	Each	_____	_____
<b><u>EQUIPMENT RENTALS</u></b>					
0319	Dump Truck, 2 1/2 ton	120	Hours	_____	_____
0320	Dump Truck, 5 ton	130	Hours	_____	_____
0321	Backhoe	500	Hours	_____	_____
0322	Tractor w/Blade	80	Hours	_____	_____
0323	Tractor w/Auger	10	Hours	_____	_____
0324	Tractor w/Front Loader	80	Hours	_____	_____
0325	Dozier Work	500	Hours	_____	_____
0326	Trackhoe	250	Hours	_____	_____
0327	Road Grader	250	Hours	_____	_____
0328	Bucket Truck	200	Hours	_____	_____
0329	Concrete saw	60	Hours	_____	_____
<b><u>TREE REMOVAL/UNDERBRUSHING</u></b>					
0330	Tree removal - 6" to 12" Pine	50	Each	_____	_____
0331	Tree removal - 12" to 20" Pine	30	Each	_____	_____
0332	Tree removal - 6" to 12" Hardwood	20	Each	_____	_____
0333	Tree removal - 12" to 16" Hardwood	20	Each	_____	_____
0334	Tree removal - 16" to 20" Hardwood	10	Each	_____	_____
0335	Underbrushing	80	Acre	_____	_____

**HERBICIDE**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0336	Herbicide application	400	Acre	_____	_____

**GABION**

0337	Gabion Installation	500	Cubic Yard	_____	_____
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**BOUY INSTALLATION/REMOVAL**

0338	Bouy installation/removal	120	Each	_____	_____
0339	Estimated material cost		NOT TO EXCEED		<u>\$12,000.00</u>

**ELEVATOR MAINTENANCE**

0340	Quarterly Elevator maintenance	4	Each	_____	_____
0341	Emergency service call	20	Each	_____	_____
0342	Estimated material cost		NOT TO EXCEED		<u>\$10,000.00</u>

TOTAL ESTIMATED PRICE – SECOND OPTION PERIOD  
(Line Items 0229 – 0342)

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THIRD OPTION PERIOD – Furnish all necessary management, personnel, materials, supplies, parts, tools, equipment, etc., to provide maintenance services as described in the Description/Specifications/Statement of Work, for the period 1 October 2008 through 30 September 2009.

**CARPENTRY & PAINTING**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0343	Normal Service Call	50	Each	_____	_____
0344	Emergency Service Call	20	Each	_____	_____
0345	Emergency Debris Removal		NOT TO EXCEED		<u>\$50,000.00</u>
0346	Estimated Materials Costs for Service, Repair, and Parts		NOT TO EXCEED		<u>\$45,000.00</u>

**CARPENTRY**

0347	Remove/Replace Existing Timbers under 20 L.F.	20	Linear Foot	_____	_____
0348	Remove/Replace Existing Timbers 20 - 700 L.F.	700	Linear Foot	_____	_____
0349	Install Timbers - Under 200 L.F.	200	Linear Foot	_____	_____
0350	Install Timbers - Over 200 L.F.	2,000	Linear Foot	_____	_____
0351	Replace/Install Lantern Hangers	25	Each	_____	_____
0352	Replace/Install Fire Rings and Grills	80	Each	_____	_____
0353	Replace/Install Two Post Sign	40	Each	_____	_____
0354	Replace/Install One Post Sign	40	Each	_____	_____
0355	Replace/Install Wall Mounted Sign	5	Each	_____	_____
0356	Fill Material (Min 3 tons up to 700 tons)	700	Gross Ton	_____	_____
0357	Sand Material (Min. 3 Tons)	700	Gross Ton	_____	_____
0358	Screening Material (Min. 3 tons up to 700 tons)	700	Gross Ton	_____	_____
0359	Aggregate Base Material (Min. 3 tons up to 50 tons)	50	Gross Ton	_____	_____
0360	Aggregate Base Material (over 50 tons)	600	Gross Ton	_____	_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0361	Replace Door Closer (Light Duty)	15	Each	_____	_____
0362	Replace Door Frame	10	Each	_____	_____
0363	Replace Metal Entry Door	10	Each	_____	_____
0364	Replace Aluminum Storm Doors	2	Each	_____	_____
0365	Replace stainless steel mirror 24" X 30"	6	Each	_____	_____
0366	Replace stainless steel soap dish	2	Each	_____	_____
0367	Replace paper towel holder	5	Each	_____	_____
0368	Replace window glass - Less than 8 SF	8	Each	_____	_____
0369	Replace window glass - 8 SF or more	60	Square Foot	_____	_____
0370	Replace plexiglass - Less than 8 SF	8	Each	_____	_____
0371	Replace plexiglass - 8 SF or more	48	Square Foot	_____	_____
0372	Replace screens	100	Square Foot	_____	_____
0373	Replace aluminum ventilator	10	Each	_____	_____
0374	Replace or install shower bench	20	Each	_____	_____
0375	Replace toilet seat - Open front	6	Each	_____	_____
0376	Replace toilet seat - Closed front	10	Each	_____	_____
0377	Weekend maintenance	20	Each	_____	_____
0378	Estimated materials cost for Weekend Maintenance		NOT TO EXCEED		<u>\$9,000.00</u>
0379	Replace/Install concrete wheelstops	70	Each	_____	_____
0380	Replace/Install utility table tops	50	Each	_____	_____
0381	Replace/Install toilet paper holder	20	Each	_____	_____
0382	Removal of Graffiti/Restoring 100 SF	100	Square Foot	_____	_____
0383	Install fiber glass reinforced panel (4 x 8 sheets)	50	Each	_____	_____
0384	Fiber glass reinforced panel adhesive	20	Each	_____	_____

**PAINTING**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0385	Oil base, Primer coat - (20 - 500 SF)	500	Square Foot	_____	_____
0386	Oil base, Primer coat - (500 or more SF)	4,000	Square Foot	_____	_____
0387	Oil base, Intermediate or finish coat (20 - 500 SF)	500	Square Foot	_____	_____
0388	Oil base, Intermediate or finish coat (500 or more SF)	5,000	Square Foot	_____	_____
0389	Latex, Primer coat - (20 - 500 SF)	500	Square Foot	_____	_____
0390	Latex, Primer coat - (500 or more SF)	6,000	Square Foot	_____	_____
0391	Latex, Intermediate or finish coat (20 - 500 SF)	500	Square Foot	_____	_____
0392	Latex, Intermediate or finish (500 or more SF)	5,000	Square Foot	_____	_____
0393	Pavement Marking - Less than 1000 LF	1,000	Linear Foot	_____	_____
0394	Pavement Marking - 1000 or more LF	8,000	Linear Foot	_____	_____

**ELECTRICAL**

0395	Normal service call	8	Each	_____	_____
0396	Emergency service call	8	Each	_____	_____
0397	Estimated materials costs	NOT TO EXCEED			<u>\$14,000.00</u>
0398	Replace hand dryer in toilet	8	Each	_____	_____
0399	Replace or install camper pedestal (50 Amp)	60	Each	_____	_____
0400	Replace security light bulb	40	Each	_____	_____
0401	Replace security light fixture	25	Each	_____	_____
0402	Replace PE cells	20	Each	_____	_____
0403	Trenching (electrical lines)	5,000	Linear Foot	_____	_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0404	Replace underground electrical wiring 2/0 AWG (Over 100 LF)	2,000	Linear Foot	_____	_____
0405	Replace underground electrical wiring 2/0 AWG (less than 100 LF)	100	Linear Foot	_____	_____
0406	Replace underground electrical wiring - #4 AWG	200	Linear Foot	_____	_____
0407	Replace underground electrical wiring - #6 AWG	200	Linear Foot	_____	_____
<b><u>PLUMBING AND SEPTIC SYSTEM</u></b>					
0408	Normal service call	50	Each	_____	_____
0409	Emergency service call	25	Each	_____	_____
0410	Estimated materials costs for service call repair parts	NOT TO EXCEED			<u>\$12,000.00</u>
0411	Trenching and backfilling (water lines)	1,000	Linear Foot	_____	_____
0412	Unplug Diverter Box	6	Each	_____	_____
0413	Replace valve/faucet (sink and faucet)	20	Each	_____	_____
0414	Replace push button valve	5	Each	_____	_____
0415	Replace urinal or stool valve	5	Each	_____	_____
0416	Replace water mixing valve (Sinks and showers)	6	Each	_____	_____
0417	Replace toilet stool (commode)	8	Each	_____	_____
0418	Replace urinal (waterborne)	6	Each	_____	_____
0419	Replace riser (vault toilet)	8	Each	_____	_____
0420	Replace sump pump (submergible)	8	Each	_____	_____
0421	Replace lift station pump	8	Each	_____	_____
0422	Replace or install underground water line - PVC 3/4" - 2" pipe	5,000	Linear Foot	_____	_____
0423	Replace or install underground water line - PVC over 2" - 4" pipe	5,000	Linear Foot	_____	_____
0424	Replace water line - above ground	100	Linear Foot	_____	_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0425	Replace water heater	8	Each	_____	_____
0426	Replace drinking fountain	4	Each	_____	_____
0427	Replace Bubbler on drinking fountain	1	Each	_____	_____
0428	Replace frost proof water hydrant	30	Each	_____	_____
0429	Replace or install hydrant assembly to include valve box, riser & cap, hydrant, & vermiculite	50	Each	_____	_____
0430	Replace trailer dump station water tower	4	Each	_____	_____
0431	Replace valve box	10	Each	_____	_____
0432	Replace meter box	5	Each	_____	_____
<b><u>EQUIPMENT RENTALS</u></b>					
0433	Dump Truck, 2 1/2 ton	120	Hours	_____	_____
0434	Dump Truck, 5 ton	130	Hours	_____	_____
0435	Backhoe	500	Hours	_____	_____
0436	Tractor w/Blade	80	Hours	_____	_____
0437	Tractor w/Auger	10	Hours	_____	_____
0438	Tractor w/Front Loader	80	Hours	_____	_____
0439	Dozier Work	500	Hours	_____	_____
0440	Trackhoe	250	Hours	_____	_____
0441	Road Grader	250	Hours	_____	_____
0442	Bucket Truck	200	Hours	_____	_____
0443	Concrete saw	60	Hours	_____	_____
<b><u>TREE REMOVAL/UNDERBRUSHING</u></b>					
0444	Tree removal - 6" to 12" Pine	50	Each	_____	_____
0445	Tree removal - 12" to 20" Pine	30	Each	_____	_____
0446	Tree removal - 6" to 12" Hardwood	20	Each	_____	_____
0447	Tree removal - 12" to 16" Hardwood	20	Each	_____	_____
0448	Tree removal - 16" to 20" Hardwood	10	Each	_____	_____
0449	Underbrushing	80	Acre	_____	_____



**HERBICIDE**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0450	Herbicide application	400	Acre	_____	_____

**GABION**

0451	Gabion Installation	500	Cubic Yard	_____	_____
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**BOUY INSTALLATION/REMOVAL**

0452	Bouy installation/removal	120	Each	_____	_____
0453	Estimated material cost		NOT TO EXCEED		<u>\$12,000.00</u>

**ELEVATOR MAINTENANCE**

0454	Quarterly Elevator maintenance	4	Each	_____	_____
0455	Emergency service call	20	Each	_____	_____
0456	Estimated material cost		NOT TO EXCEED		<u>\$10,000.00</u>

TOTAL ESTIMATED PRICE – THIRD OPTION PERIOD  
(Line Items 0343 – 0456)

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FOURTH OPTION PERIOD – Furnish all necessary management, personnel, materials, supplies, parts, tools, equipment, etc., to provide maintenance services as described in the Description/Specifications/Statement of Work, for the period 1 October 2009 through 30 September 2010.

**CARPENTRY & PAINTING**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0457	Normal Service Call	50	Each	_____	_____
0458	Emergency Service Call	20	Each	_____	_____
0459	Emergency Debris Removal		NOT TO EXCEED		<u>\$50,000.00</u>
0460	Estimated Materials Costs for Service, Repair, and Parts		NOT TO EXCEED		<u>\$45,000.00</u>

**CARPENTRY**

0461	Remove/Replace Existing Timbers under 20 L.F.	20	Linear Foot	_____	_____
0462	Remove/Replace Existing Timbers 20 - 700 L.F.	700	Linear Foot	_____	_____
0463	Install Timbers - Under 200 L.F.	200	Linear Foot	_____	_____
0464	Install Timbers - Over 200 L.F.	2,000	Linear Foot	_____	_____
0465	Replace/Install Lantern Hangers	25	Each	_____	_____
0466	Replace/Install Fire Rings and Grills	80	Each	_____	_____
0467	Replace/Install Two Post Sign	40	Each	_____	_____
0468	Replace/Install One Post Sign	40	Each	_____	_____
0469	Replace/Install Wall Mounted Sign	5	Each	_____	_____
0470	Fill Material (Min 3 tons up to 700 tons)	700	Gross Ton	_____	_____
0471	Sand Material (Min. 3 Tons)	700	Gross Ton	_____	_____
0472	Screening Material (Min. 3 tons up to 700 tons)	700	Gross Ton	_____	_____
0473	Aggregate Base Material (Min. 3 tons up to 50 tons)	50	Gross Ton	_____	_____
0474	Aggregate Base Material (over 50 tons)	600	Gross Ton	_____	_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0475	Replace Door Closer (Light Duty)	15	Each	_____	_____
0476	Replace Door Frame	10	Each	_____	_____
0477	Replace Metal Entry Door	10	Each	_____	_____
0478	Replace Aluminum Storm Doors	2	Each	_____	_____
0479	Replace stainless steel mirror 24" X 30"	6	Each	_____	_____
0480	Replace stainless steel soap dish	2	Each	_____	_____
0481	Replace paper towel holder	5	Each	_____	_____
0482	Replace window glass - Less than 8 SF	8	Each	_____	_____
0483	Replace window glass - 8 SF or more	60	Square Foot	_____	_____
0484	Replace plexiglass - Less than 8 SF	8	Each	_____	_____
0485	Replace plexiglass - 8 SF or more	48	Square Foot	_____	_____
0486	Replace screens	100	Square Foot	_____	_____
0487	Replace aluminum ventilator	10	Each	_____	_____
0488	Replace or install shower bench	20	Each	_____	_____
0489	Replace toilet seat - Open front	6	Each	_____	_____
0490	Replace toilet seat - Closed front	10	Each	_____	_____
0491	Weekend maintenance	20	Each	_____	_____
0492	Estimated materials cost for Weekend Maintenance		NOT TO EXCEED		<u>\$9,000.00</u>
0493	Replace/Install concrete wheelstops	70	Each	_____	_____
0494	Replace/Install utility table tops	50	Each	_____	_____
0495	Replace/Install toilet paper holder	20	Each	_____	_____
0496	Removal of Graffiti/Restoring 100 SF	100	Square Foot	_____	_____
0497	Install fiber glass reinforced panel (4 x 8 sheets)	50	Each	_____	_____
0498	Fiber glass reinforced panel adhesive	20	Each	_____	_____

**PAINTING**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0499	Oil base, Primer coat - (20 - 500 SF)	500	Square Foot	_____	_____
0500	Oil base, Primer coat - (500 or more SF)	4,000	Square Foot	_____	_____
0501	Oil base, Intermediate or finish coat (20 - 500 SF)	500	Square Foot	_____	_____
0502	Oil base, Intermediate or finish coat (500 or more SF)	5,000	Square Foot	_____	_____
0503	Latex, Primer coat - (20 - 500 SF)	500	Square Foot	_____	_____
0504	Latex, Primer coat - (500 or more SF)	6,000	Square Foot	_____	_____
0505	Latex, Intermediate or finish coat (20 - 500 SF)	500	Square Foot	_____	_____
0506	Latex, Intermediate or finish (500 or more SF)	5,000	Square Foot	_____	_____
0507	Pavement Marking - Less than 1000 LF	1,000	Linear Foot	_____	_____
0508	Pavement Marking - 1000 or more LF	8,000	Linear Foot	_____	_____

**ELECTRICAL**

0509	Normal service call	8	Each	_____	_____
0510	Emergency service call	8	Each	_____	_____
0511	Estimated materials costs	NOT TO EXCEED			<u>\$14,000.00</u>
0512	Replace hand dryer in toilet	8	Each	_____	_____
0513	Replace or install camper pedestal (50 Amp)	60	Each	_____	_____
0514	Replace security light bulb	40	Each	_____	_____
0515	Replace security light fixture	25	Each	_____	_____
0516	Replace PE cells	20	Each	_____	_____
0517	Trenching (electrical lines)	5,000	Linear Foot	_____	_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0518	Replace underground electrical wiring 2/0 AWG (Over 100 LF)	2,000	Linear Foot	_____	_____
0519	Replace underground electrical wiring 2/0 AWG (less than 100 LF)	100	Linear Foot	_____	_____
0520	Replace underground electrical wiring - #4 AWG	200	Linear Foot	_____	_____
0521	Replace underground electrical wiring - #6 AWG	200	Linear Foot	_____	_____
<b><u>PLUMBING AND SEPTIC SYSTEM</u></b>					
0522	Normal service call	50	Each	_____	_____
0523	Emergency service call	25	Each	_____	_____
0524	Estimated materials costs for service call repair parts	NOT TO EXCEED			<u>\$12,000.00</u>
0525	Trenching and backfilling (water lines)	1,000	Linear Foot	_____	_____
0526	Unplug Diverter Box	6	Each	_____	_____
0527	Replace valve/faucet (sink and faucet)	20	Each	_____	_____
0528	Replace push button valve	5	Each	_____	_____
0529	Replace urinal or stool valve	5	Each	_____	_____
0530	Replace water mixing valve (Sinks and showers)	6	Each	_____	_____
0531	Replace toilet stool (commode)	8	Each	_____	_____
0532	Replace urinal (waterborne)	6	Each	_____	_____
0533	Replace riser (vault toilet)	8	Each	_____	_____
0534	Replace sump pump (submergible)	8	Each	_____	_____
0535	Replace lift station pump	8	Each	_____	_____
0536	Replace or install underground water line - PVC 3/4" - 2" pipe	5,000	Linear Foot	_____	_____
0537	Replace or install underground water line - PVC over 2" - 4" pipe	5,000	Linear Foot	_____	_____
0538	Replace water line - above ground	100	Linear Foot	_____	_____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0539	Replace water heater	8	Each	_____	_____
0540	Replace drinking fountain	4	Each	_____	_____
0541	Replace Bubbler on drinking fountain	1	Each	_____	_____
0542	Replace frost proof water hydrant	30	Each	_____	_____
0543	Replace or install hydrant assembly to include valve box, riser & cap, hydrant, & vermiculite	50	Each	_____	_____
0544	Replace trailer dump station water tower	4	Each	_____	_____
0545	Replace valve box	10	Each	_____	_____
0546	Replace meter box	5	Each	_____	_____
<b><u>EQUIPMENT RENTALS</u></b>					
0547	Dump Truck, 2 1/2 ton	120	Hours	_____	_____
0548	Dump Truck, 5 ton	130	Hours	_____	_____
0549	Backhoe	500	Hours	_____	_____
0550	Tractor w/Blade	80	Hours	_____	_____
0551	Tractor w/Auger	10	Hours	_____	_____
0552	Tractor w/Front Loader	80	Hours	_____	_____
0553	Dozier Work	500	Hours	_____	_____
0554	Trackhoe	250	Hours	_____	_____
0555	Road Grader	250	Hours	_____	_____
0556	Bucket Truck	200	Hours	_____	_____
0557	Concrete saw	60	Hours	_____	_____
<b><u>TREE REMOVAL/UNDERBRUSHING</u></b>					
0558	Tree removal - 6" to 12" Pine	50	Each	_____	_____
0559	Tree removal - 12" to 20" Pine	30	Each	_____	_____
0560	Tree removal - 6" to 12" Hardwood	20	Each	_____	_____
0561	Tree removal - 12" to 16" Hardwood	20	Each	_____	_____
0562	Tree removal - 16" to 20" Hardwood	10	Each	_____	_____
0563	Underbrushing	80	Acre	_____	_____

**HERBICIDE**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0564	Herbicide application	400	Acre	_____	_____

**GABION**

0565	Gabion Installation	500	Cubic Yard	_____	_____
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**BOUY INSTALLATION/REMOVAL**

0566	Bouy installation/removal	120	Each	_____	_____
0567	Estimated material cost		NOT TO EXCEED		<u>\$12,000.00</u>

**ELEVATOR MAINTENANCE**

0568	Quarterly Elevator maintenance	4	Each	_____	_____
0569	Emergency service call	20	Each	_____	_____
0570	Estimated material cost		NOT TO EXCEED		<u>\$10,000.00</u>

TOTAL ESTIMATED PRICE – FOURTH OPTION PERIOD  
(Line Items 0457 – 0570)

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TOTAL ESTIMATED PRICE – BASE PERIOD, FIRST,  
SECOND, THIRD AND FOURTH OPTION PERIODS  
(Line Items 0001 – 0570)

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## SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## TECHNICAL PROVISIONS

## SECTION 1

## General

TP-1.1 SCOPE OF WORK: The Contractor shall furnish all necessary management, personnel, materials, supplies, parts, tools, equipment, and vehicles, except as otherwise provided for herein, required to perform the operation and maintenance service within the area of responsibility of the Millwood-Tri Lakes Resident Office, hereafter referred to as the Millwood-Tri Lakes project as specified and in strict accordance with all Terms, Conditions, General, Specific and Technical Provisions, Drawings, Attachments, Exhibits, etc., contained here in or incorporated by the reference. Incorporation by reference shall include any and all mandatory provisions required by the Federal Acquisition Regulation (FAR) whether it is referenced or not referenced, current at time of award.

Estimated quantities and/or the work to be performed is described herein and listed on separate sheets and Exhibits. These quantities are approximate and are provided only for the Contractor's information to assist in preparation of bids. They are not guaranteed and the actual quantities may be more or less than shown. Variations in these estimated quantities shall not be justification for or request for additional payment. The services required in this contract are in addition to the routine operation and maintenance performed by Government personnel, however the Government reserves the right to perform any or all of the service described herein with its own personnel or volunteers. Contractor work and responsibility shall include, but shall not be limited to: all planning, programming, administration and management necessary to assure that all services are conducted in accordance with the contract and all applicable laws, regulations, codes, or directives. Contractor shall ensure that all work meets or exceeds critical Contractor administrative services necessary to perform the work such as supply, procurement, quality control, Contractor financial control, and maintenance of accurate and complete records and files.

TP-1.2 BACKGROUND: Millwood-Tri Lakes is a multi-project, flood control and water supply residency. The four (4) projects are located as follows:

- a. Millwood Lake is located nine (9) miles East of Ashdown, AR on the Little River and is in Little River, Sevier, Howard and Hempstead counties.
- b. Tri-Lakes project consist of:
  1. DeQueen Lake is located in Sevier County about four (4) miles Northwest of the city of DeQueen, AR. and on the Rolling Fork River.
  2. Gillham Lake is located on the Cossatot River about fifteen (15) miles Northwest of the city of DeQueen, AR. and is situated in Howard and Polk Counties.
  3. Dierks Lake is located on the Saline River in Sevier and Howard counties. Dierks Lake is located five (5) miles Northwest of the city of Dierks, AR.

The Millwood-Tri Lakes Residency is responsible for the maintenance and operations of the four (4) flood control structures, four (4) Projects and twenty five (25) parks/public use areas. Minor repair, renovation or high lake levels may cause the temporary closing of parts of some parks. The Contractor's work schedule shall be sufficiently flexible to meet these changing needs.

TP-1.3. DELIVERY ORDERS. All work under this contract will be ordered by issuance of individual Delivery Orders (DD Form 1155, see Exhibit A). The COR has three basic ways to order work using this contract: Normal Service Call Delivery Order, Emergency Service Call Delivery Order, and Task Item Delivery Order. The type of Delivery Order will be at the discretion of the COR. A separate type Delivery Order will be issued for each job. The Delivery Order will list those items from the bid schedule that are to be performed or used to perform the work.

TP-1.4. PAYMENT. The Contractor will be paid only for work accomplished and performed in accordance with these specifications and requirements of Delivery Orders (see TP-1.3). The Contractor will be paid monthly for work accomplished after submittal of an invoice (see Exhibit B for sample invoice). The Contractor will furnish a copy of the invoice to the Millwood-Tri Lakes Project Office by the 25<sup>th</sup> of each month.

- a. Service Call. The Contractor shall include all labor, travel, man hours and transportation costs to and from the work site, administrative costs, tools, trips to obtain repair parts, overhead and profit. The Contractor shall perform minor repairs as specified in the Delivery Order. These repairs require a maximum of two hours labor on-site at a specified park, project office, or other single location. The Contractor shall provide the skilled craftsman (carpenter, painter, electrician, or plumber) as required to perform the specified repair. The Delivery Order will specify the nature of the repair and the estimated cost of repair parts, where known. The Contractor will be reimbursed the retail invoice cost of



repair parts used in the work. When requested by the COR, the Contractor shall furnish proof of repair part retail costs by submittal of original invoice, catalog price, or other documentation acceptable to the COR. The Contractor shall inspect the site, determine necessary repairs, and notify the COR for approval of materials and materials cost which exceed the Delivery Order estimate prior to making the repairs. The Contractor will not be reimbursed for expendable supplies deemed common to the trade as incidental supplies normally used in repairs such as:

Electrical - Wire nuts, electrical tape, jumper wire, screws, nuts, bolts, and similar materials.

Plumbing – Washers, sealant, solder, flux, PVC cement, PVC cleaner, joint material, screws, nuts, bolts, and similar materials.

Carpentry – Nuts, bolts, screws, nails, adhesive, and similar materials.

All mileage costs should be included in the bid item for service calls. No separate reimbursement will be made for travel costs.

- (1) Normal Service Call – Work to be accomplished and performed during normal working hours as directed in the Delivery Order.
  - (2) Emergency Service Call – Work to be accomplished and performed at other than normal work hours as directed in the Delivery Order. The Contractor will include any premium pay surcharges in this bid item.
- b. Task Items: The Contractor will include all labor, materials, supplies, parts, tools, equipment, transportation to and from the work site, profit overhead, and vehicles except as otherwise provided for herein, required to perform the service listed in the applicable bid item.
  - c. Materials. The Contractor is entitled to bill the Government for repair parts, except as excluded in para 1.4a, used in accomplishing work directed by issuance of a Normal Service Call Delivery Order or Emergency Service Call Delivery Order. Reimbursement shall be made only on completed delivery orders. The Contractor shall maintain original delivery tickets, sales slips, or other documents identifying items purchased under the cost reimbursement portion of the contract. All purchase documents shall be available for Contracting Officer review and audit. On all other delivery orders the material costs will be included in the task bid item with no separate material cost reimbursement by the Government.
  - d. Disposal of Debris. The Contractor shall dispose of all materials and/or debris from the installation or replacement of work under this contract. Disposal shall be off Government property and in strict accordance with all applicable laws and ordinances. No separate payment for the disposal of materials and debris will be made.
  - e. The Contractor's administrative costs to set up office, prepare estimates for task job requests, report results of normal and emergency service calls, and complete all the necessary paper work required in this scope of work will not be considered as work for payment.

TP-1.5 WORK AREA. The work required under this solicitation will be located at the sites described in TP-1.2. The work sites, located at all four (4) lakes, are located around the perimeter of each project, will necessitate that the Contractor include costs for travel time in the bid amount.

#### TP-1.6. WORKING HOURS.

- a. Normal Working Hours. Normal working hours and days, except as otherwise specified or approved in advance by the Representative of the Contracting Officer (COR), shall be Monday through Friday, 7:30 a.m. to 5:00 p.m. The ten Federal Holidays observed are:
  - New Years Day (January 1<sup>st</sup>)
  - Martin Luther King's Birthday (3<sup>rd</sup> Monday in January)
  - Presidents' Day (3<sup>rd</sup> Monday in February)
  - Memorial Day (Last Monday in May)
  - Independence Day (July 4<sup>th</sup>)
  - Labor Day (1<sup>st</sup> Monday in September)
  - Columbus Day (2<sup>nd</sup> Monday in October)
  - Veterans Day (November 11<sup>th</sup>)
  - Thanksgiving Day (4<sup>th</sup> Thursday in November)
  - Christmas Day (December 25<sup>th</sup>)

When one of the above designated holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the proceeding Friday is observed as a holiday.

Work that interferes with other ongoing functions at Millwood-Tri Lakes Project shall be scheduled around normal working hours, as specified by the COR. Work shall be scheduled around the above listed Federal Holidays except as specified herein or as approved by the COR. Refer to individual sections of this specification for specific schedules of work.

- b. Other than Normal Working Hours. No premium pay surcharge will be paid by the Government other than that included in the bid item for Emergency Service Call. All other work will be specified in the Delivery Order to be accomplished during normal working hours or as described in TP-1.18

TP-1.7. PERMITS AND LICENSES. The Contractor shall, as his/her own expense, obtain any licenses or permits required to perform the contract. The Contractor shall comply with all current federal, state, and local laws and regulations and shall comply with any subsequent changes.

**TP-1.8. IDENTIFICATION OF CONTRACT EMPLOYEES AND VEHICLES.**

The Contractor shall provide ball caps/hats with the company name or logo to be worn by all employees and subcontractors while working on public recreation areas. Appearance of all employees will be neat and clean at the beginning of each work day. Contractor's vehicles and major subcontractor's vehicles shall be identified with the company name prominently displayed (minimum two inch letters) on the outside of both front doors of each vehicles in such a manner as to provide a readily visible means of identification. Extreme caution should be exercised at all times and especially when operating vehicles to prevent accident and injuries to the contractor and visitors. Vehicles and equipment must be kept in proper mechanical order and clean and neat in appearance. Vehicles are to be kept on paved surfaces at all times.

TP-1.9 SAFETY AND SECURITY REQUIREMENTS. The Contractor shall comply with all current provisions of the Occupational Safety and Health Act (OSHA) in addition to the standards of the Corps of Engineers manual, EM 385-1-1, "Safety and Health Requirements Manual". If the Contractor fails or refuses to promptly comply with the safety and security requirements as specified herein, the COR may issue an order stopping all or part of the work for each delivery order affected by the infraction until satisfactory corrective action has been taken. No part of the time lost due to any such stop shall be made subject to claim for extension of time or for excess costs or damages to the Contractor. Also, the Contractor will not be paid for work not performed as a result of the stop order.

The Contractor will be furnished a set of keys to those buildings and areas where access is necessary to perform the work described herein or as determined to be necessary by the COR. No duplicates of the keys are authorized to be obtained in any manner by the Contractor or by any Contractor employee. Any additional keys required by the Contractor will be furnished by the COR. Security of the keys shall be the responsibility of the Contractor. The failure of the Contractor to provide adequate key security will result in a deduction from payment due the Contractor in the amount of \$20.00 per lost or damaged key and a deduction for setting new combinations for any affected locks at the rate charged by the manufacturer per lock.

TP-1.10 ACCIDENT REPORTING. All serious accidents (those resulting in death or injury requiring medical attention) shall be reported to the COR immediately. The Contractor shall maintain an accurate record of, and shall report to the COR, all accidents within 24 hours of the occurrence.

TP – 1.11 CONTRACT EMPLOYEES CONDUCT AND COMPETENCY. All contract employees and subcontractors shall conduct themselves in a proper manner at all times. Since the majority of work will be performed in the presence of the general public, the conduct of all employees and/or subcontractors is critical and will be closely monitored. No alcoholic or intoxicating beverages, illegal drugs, controlled substances or drugs not prescribed by a physician shall be possessed or consumed while on duty.

The Contractor shall remove from the site any individual whose continued employment is deemed by the COR to be contrary to the public interest or inconsistent with the best interests of the U.S. Army Corps of Engineers.

TP – 1.12 DAMAGES OR LOSS OF CONTRACTOR'S SUPPLIES AND PROPERTY. The Contractor is responsible for taking the action necessary to protect all Contractor property and the personal property of Contractor employees from loss, damage, or theft. The Government assumes no responsibility for theft, damage, etc. of the above.

TP – 1.13 SUPERVISION. The Contractor shall personally supervise the work or provide a qualified Contractor Representative who is responsible for quality control whenever the work specified herein is being performed. The Contractor Representative shall conduct overall management coordination and be the central point of contact with the Government for performance of all work under this contract. The Contractor Representative shall have full authority to contractually commit the Contractor for prompt action on matters pertaining to administration of the entire contract. The Contractor Representative shall deal directly with the COR or designated representatives, for normal day-to-day administration of the contract provisions.

TP – 1.14 ENVIRONMENTAL PROGRAM. The Contractor shall comply with Federal, State, and local laws, regulations and standards regarding environmental protection. All environmental protection matters shall be coordinated with the COR. Any of the facilities operated by the Contractor may be inspected by the COR, or other Federal, State and local officials on a non-notice basis. Access for inspection shall be granted upon request. Citations against Government facilities operated by the Contractor for

noncompliance with environmental standards are a matter for resolution between the Government and the issuing office. Payment of fines or penalty charges associated with citations issued by Federal, State, or local officials shall be paid by the Government. If the citations are issued due to faulty operation or maintenance practices, the COR shall deduct the fine from any money due the Contractor.

TP – 1.15 PERFORMANCE EVALUATION MEETINGS. The Contractor, the Contractor Representative, or both, shall meet with the COR (or a designated representative) weekly or as determined necessary by the COR. However, a meeting shall be held not later than one normal workday after a Contract Deficiency Report (CDR) is issued. Mutual effort will be made to resolve any and all problems identified.

TP – 1.16 QUALITY CONTROL PROGRAM.

- a. General. The Contractor shall be responsible for maintaining adequate quality control to satisfactorily meet the specifications of the contract through the development of a Quality Control Plan. The Government will assure quality performance according to a Quality Assurance Surveillance Plan. Combined, these two programs form the Government's Quality Assurance Program.
- b. Quality Control. The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. The program shall include, but not be limited to the following:  
An inspection system covering all the services stated in the contract specifications (this shall include inspection of work performed on weekends). It must specify areas to be inspected on either a scheduled or unscheduled basis or the individuals who will do the inspection. Inspectors shall be employees of the Contractor; not employees of a subcontractor.
- c. Testing. Upon completion of services involving parts or replacement or repair, the total system shall be tested to confirm that all portions, including the replaced or repaired parts, are functioning properly. The COR will be notified of any malfunctions created by the directed parts replacement or repair to the overall system.
- d. Service Call Inspection Reports. The Contractor shall maintain a record of Service Call Reports conducted by the Contractor and shall furnish a copy of normal service call reports to the COR by close of business each day and a copy of emergency service call reports by 9:00 a.m. the following day after completion. This daily record of service call completions shall cover all work requested by a service call delivery order, shall be signed by the Contractor or Contractor Representative and shall include the following items as a minimum.
 

(1) Employee's name	(7) Deficiencies beyond scope of service call
(2) Park or area	(8) Corrective action needed including list of parts and materials needed
(3) Date	(9) Safety problems
(4) Weather	
(5) Time in/out of park/area	
(6) Work performed	

TP – 1.17 QUALITY ASSURANCE. The Government will monitor the Contractor's performance in each functional area under this contract and reserves the right to use whatever additional surveillance procedures are deemed appropriate.

If the Contractor fails to perform according to the performance standards, a Notification of Contract Deficiency or Contract Deficiency Report will be issued by the COR. The Contractor shall explain, in writing, why performance was not satisfactory and how recurrence of the problem will be prevented in the future.

The Government will monitor the Contractor's services using the planned sampling method and/or the 100 inspection method. The Government reserves the right to alter or change the type of inspection plan at its discretion at any time, and to make deductions accordingly.

Should the Contractor fail to satisfactorily perform any routine service that is required on a daily basis or at a specific time, a deficiency notice will be issued. If the nature and the schedule of this type work does not afford an opportunity to re-perform the service, a deduction for work not performed will be made.

Defects and deficiencies in Contractor performance, and performance again of same, will be in accordance with a payment analysis addressed in the Government's surveillance plan (QASP) (see Exhibit F).

The Contractor will be rated either outstanding, satisfactory, marginal, or unsatisfactory in the following areas: (1) quality of work, (2) timely performance, (3) effectiveness of management and (4) compliance with safety standards. The Contractor will be advised of any marginal or unsatisfactory rating, either in an individual element or in the overall rating prior to completion of the evaluation, and all Contractor comments will be a part of the official record.

TP – 1.18 EMERGENCY WORK. Emergency work is any work required to correct problems caused by failures or deficiencies to project facilities and property which constitutes an immediate danger or health hazard, major inconvenience or a threat to property. The Contractor shall have qualified personnel available on call for emergency work. The name(s), address(es) and phone number(s) of the person(s) to be contacted in case of an emergency shall be submitted to the COR prior to commencement of this contract. This person(s) shall have the authority to act on behalf of the Contractor to perform the necessary emergency work, responding within 2 hours to the COR's request. Emergency work will be initiated by notice (phone call or other means) from the COR or a designated representative and the Contractor shall initiate corrective action in accordance with the schedule shown in TP – 1.19. The Contractor shall notify the COR immediately of any repairs which cannot be corrected within a 24-hour period. When emergency situations are recognized by the Contractor or Contractor personnel, the COR shall be contacted immediately and prior to initiating emergency work unless the nature of the emergency work requires immediate action to preserve life or avoid injury. In such cases the Contractor shall perform remedial work to temporarily correct the situation and shall advise the COR of the problem immediately.

TP – 1.19 WORK SITE REPORTING. The Contractor shall report to the designated work site with necessary personnel, vehicles, supplies, tools, materials and parts to accomplish the specified work within specified response time limits. The response time period will be established by the performance time shown in the Delivery Order or the following response time limits, whichever is greater:

- a. For normal service calls for work which constitutes an immediate danger or health hazard, major inconvenience or threat to property, the Contractor will be mobilized at the work site within 4 hours of issuance of a Delivery Order or receipt of a verbal order. Verbal orders will be followed with issuance of a Delivery Order.
- b. For emergency service calls, the Contractor will be mobilized at the work site within 4 hours of receipt of notice (phone call or other means). Verbal orders will be followed with issuance of a Delivery Order.
- c. For normal service calls involving routine repairs of urgent but non-critical nature, the Contractor will mobilized at the work site within 1 day of issuance of a Delivery Order.
- d. For task item work involving routine repairs of urgent but non-critical nature, the Contractor will be mobilized at the work site within 1 day of issuance of a Delivery Order.
- e. For normal service call or task item work involving preventative maintenance or preventative repairs, the Contractor will be mobilized at the work site within 7 days of issuance of a Delivery Order.

TP – 1.20 INTERRUPTION TO SYSTEMS. All work that would necessitate an interruption of the use of the project or to the utility systems or otherwise disrupt building occupants and/or the visiting public shall be fully coordinated and approved in advance by the COR. Interruptions shall be kept to an absolute minimum and all repairs or replacements of equipment or components shall be accomplished in an expeditious and efficient manner.

TP – 1.21 GOVERNMENT FURNISHED ITEMS (GFI).

- a. General. A certain amount of Government owned materials and supplies are on hand and may be available for use by the Contractor. A list of Government furnished material is listed in Exhibit G. The Contractor shall be responsible for the proper security of all Government furnished items. All Government furnished property or items are provided in an "as is" condition and shall be used only in connection with performance under this contract consistent with all Federal, Department of Defense, and Environmental Act Policies, standards, codes, or directives.

The Contractor should inspect this property prior to installation to ascertain safe condition. The Contractor shall assume all liability for claims arising from its use or misuse while in the Contractor's possession and shall hold the Government harmless from any claims by the Contractor employees or others.

GFI will be made available from various locations on the project. The Contractor shall be responsible for the proper care, storage, safeguarding and transporting of all GFI. The Contractor will not be paid separately for the loading or transportation of incidental GFI readily transportable by a pickup truck. Any GFI that is lost or damaged through negligence of the Contractor shall be replaced or repaired by the Contractor to the satisfaction of the COR.

All GFI will be hand receipted to the Contractor. All items that are not installed will be returned to the Government and proper documentation completed.

- b. Utilities. The Contractor may use Government utilities where available. The Contractor shall make a dedicated effort to conserve utilities and shall comply with all Government regulations regarding energy conservation. Government furnished utilities shall be used only in the performance of work specified in this contract. Where

- water and electricity are not provided, the Contractor must obtain them from other sources at no additional expense to the Government.
- c. Forms. All Department of Defense forms required by the Government to be used under this contract will be provided by the Government.
  - d. Operating Manuals. Equipment or facility operating manuals and suppliers' catalogs presently maintained by the Government will be made available to the Contractor on an as needed basis.
  - e. Control. Contractor shall establish a control system to ensure that Government furnished items are utilized only for contract purposes. Upon completion (including any extension of contract terms) or termination of the contract, for any reason, and except for fair wear and tear, the Contractor shall return all Government furnished items and any unused material, supplies or parts in the same condition as received. Any discrepancies (except for fair wear and tear), damages or deficiencies in the inventory shall be chargeable against the Contractor.

**TP – 1.22 CONTRACTOR FURNISHED ITEMS.**

- a. General. Except as described elsewhere in this contract, the Contractor shall furnish all personnel, management, inspections, facilities, vehicles, transportation, equipment and operators, supplies, tools, materials, and parts necessary to accomplish all required services. All Contractor furnished items shall meet all applicable Federal, State, and local laws or regulations. When a Delivery Order requires the use of the equipment or vehicles specified, such items shall include a qualified and competent operator. Unless otherwise specified, when the Contractor provides services under a Delivery Order, the Contractor shall provide all the necessary "tools of the trade" to accomplish the work. This includes the vehicles necessary to transport GFI, any other materials, equipment, supplies, and/or Contractor personnel to and from the job site.
- b. Quality. All Contractor furnished supplies, parts and materials used shall be new and the same brand and model as the existing facilities listed in Exhibit H or of a quality equal or better than the items to be replaced; or in accordance with the Government's specifications. The items used shall be standard products of manufacturers regularly engaged in the production of such items. All Contractor furnished items are subject to approval by the COR prior to being used.
- c. Submittals. Contractor shall submit manufacturer's instructions including special provisions required to install equipment components and system packages. If necessary, data composed of catalog cuts, brochures, circulars, specifications and product data, and printed information in sufficient detail and scope to verify compliance. Submittals must be made prior to installation.

**TP – 1.23 SAFEGUARDING GOVERNMENT PROPERTY.** The Contractor shall cooperate with Government personnel in safeguarding Government property. The Contractor shall be responsible for reporting all acts of vandalism, larceny, or pilferage to the COR. The Contractor shall establish security procedures and safeguards that are compatible with the Government's existing procedures to protect all equipment, materials, supplies, tools, and other resources. The Contractor shall cooperate with and provide any assistance necessary to the Government during any audits, usage checks of expendable property and inventories of non-expendable property. The Contractor shall maintain accurate records and make them available to the Government upon request.

**TP – 1.24 NOTIFICATION OF WORK TO BE DONE.** When the Contractor is notified of work required under these specifications, the Contractor shall begin work in accordance with TP – 1.19. The notification to the Contractor of work to be performed will be by issuance of Delivery Orders (DD1155). Except for emergency work to correct problems caused by failures or deficiencies to project facilities and property which constitutes an immediate danger or health hazard, major inconvenience or a threat to property (see TP – 1.18 and TP – 1.19), absolutely no work will begin prior to issuance of a Delivery Order.

Upon issuance of a task item Delivery Order, the Delivery Order becomes a firm, fixed-price order for work specified, based on the contract bid prices. The Contractor shall, upon invoicing, be paid the amount shown on the Delivery Order.

**TP – 1.25 MINIMUM MAN-POWER REQUIREMENTS.** The Contractor shall provide an adequate number of fully qualified personnel to perform the work specified herein. Personnel required to handle emergency situations shall be available on call.

**TP – 1.26 MINIMUM PERSONNEL QUALIFICATIONS.** Employees, technical personnel, and subcontractors shall have the education, experience or knowledge as evidenced by license, certificate, diploma, etc., to provide a comprehensive understanding of the systems, components, equipment, and facilities to be serviced, operated, maintained, repaired, renovated and constructed under this contract. Only qualified journeyman mechanics and operators will be permitted to service, operate maintain or repair heating, air conditioning, electrical systems, and sewage treatment systems. Only properly trained and qualified employees or subcontractors shall be used in the performance of this contract. All employees shall be subject to such Government regulations as are applicable during the time spent performing work under this contract.

A file containing the qualifications (education and experience) and/or certification and/or licenses of each employee and subcontractor shall be maintained by the Contractor. These files shall be submitted to the COR and will be used as part of the basis for determining the qualifications of personnel. In the event the Contractor does not have a qualified employee to perform the specific work, the Contractor will be required to immediately provide qualified personnel or to subcontract the work to a specialist familiar with the type of work to be accomplished.

TP – 1.27 OTHER CONTRACTS. The Government may undertake or award other contracts or have lessees or volunteers performing certain work, and the Contractor shall fully cooperate with such other Contractors, lessees, volunteers and Government employees and carefully fit their own work to such other additional work as may be directed by the COR. The Contractor shall not commit or permit any act, which will interfere with the performance of work by another Contractor, by a lessee, by volunteers or by Government employees. The COR can alter the work schedules of the Contractor to avoid possible conflicts. Any such change or failure to make such a change by the COR shall not be the basis for a claim by the Contractor.

TP – 1.28 APPLICABLE PUBLICATIONS. The Contractor shall perform technical work in accordance with applicable publications. They include but are not limited to:

- A. Manufacturer's Recommendations
  - 1. Operating Manuals
  - 2. Repair Manuals
  - 3. Maintenance Manuals
- B. Industrial Standards and Codes (latest editions):
  - 1. Underwriter's Laboratories Inc.
  - 2. National Electrical Code
  - 3. National Warm Air & Air Conditioning Association
  - 4. National Association of Fan Manufacturers
  - 5. National Fire Protection Association
  - 6. American Society of Heating, Air Conditioning & Refrigeration Institute
  - 7. Sheet Metal Manufacturers
  - 8. Air Moving and Conditioning Association
  - 9. American Welding Society
  - 10. American National Standards Institute
  - 11. American Concrete Institute
  - 12. Portland Concrete Association
  - 13. Asphalt Institute
  - 14. American Institute of Steel Construction
  - 15. National Association of Architectural Metal Manufacturers
  - 16. Architectural Aluminum Manufacturers Association
  - 17. The Aluminum Association
  - 18. American Society for Testing and Materials
  - 19. Flat Glass Marketing Association
  - 20. Arkansas Standard Specs for Highway Construction

TP – 1.29 DAMAGE TO GOVERNMENT PROPERTY. The Contractor shall use reasonable care to avoid damaging buildings, equipment, vegetation and other Government property. If the Contractor damages or loses any of this property, the Contractor shall replace or repair the damage, at no cost to the Government, as the COR directs. A written report of the incident and extent of such damage shall be submitted to the COR within 2 working days (less weekends and holidays) of the occurrence. If the Contractor fails or refuses to make such repairs or replacements, the Contractor shall be liable for the cost, which will be deducted from the contract bid price.

TP – 1.30 DEFINITIONS. As used throughout descriptions/specification/work statement, the following terms shall have the meaning set forth below:

- a. Contractor. The term Contractor refers to the prime Contractor and all contractors' employees and personnel. The prime Contractor shall be responsible for ensuring all subcontractors comply with the provisions of this contract.
- b. Contractor Representative. Individual selected to represent the interests of the Contractor with regards to all matters involving this contract.
- c. Contracting Officer. A person with authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- d. Contracting Officer's Representative (COR). An individual designated in writing by the Contracting Officer to be responsible for administration of the contract.

- e. Emergency Service Call. Services provided by the Contractor after issuance of DD Form 1155 Delivery Order for generally undefinable work for a specified skill such as electrical, plumbing, carpentry, etc., that requires up to two man-hours of labor on-site at any time outside normal working hours. Includes all costs to perform the specified work except the Contractor will be reimbursed separately for the cost of repair parts and replacement parts except as excluded in TP 1.4a
- f. Expendable. Items deemed common to the trade as incidental support supplies used for repairs such as wire nuts, nails, bolts, adhesive, PVC cleaner, PVC cement, joint compound, etc.
- g. Install. The total process of constructing new items such as grills, lantern hangers, tables, etc. including all material, labor, overhead, transportation, etc.
- h. Maintenance. The recurring day-to-day, periodic, or scheduled work required to preserve or maintain a facility, a piece of equipment, or any other item in such condition that it may be effectively utilized for its designated functional purpose. Maintenance includes work undertaken to prevent damage to a facility which otherwise would be more costly to restore. Maintenance also includes work to sustain existing components.
- i. Major Subcontractor. A subcontractor that performs other than one-time or incidental services of a minor nature. A subcontractor that is being used to perform services on a routine, recurring basis.
- j. Normal Service Call. Services provided by the Contractor after issuance of DD Form 1155 Delivery Order for generally undefinable work of a specified skill such as electrical, plumbing, carpentry, etc. that requires up to two man-hours of labor on-site during normal working hours. Includes all costs incurred by the Contractor except the Contractor will be reimbursed separately for the invoiced retail cost of repair parts and replacement parts except as excluded in TP 1.4a.
- k. Office. Areas primarily for clerical or administrative functions and which usually contain desks, chairs, file cabinets, tables and other common office furnishings.
- l. Preventative Maintenance. Preventative maintenance is the correction of incipient failures before they develop into major defects requiring costly correction.
- m. Preventative Maintenance Service. Acts of maintenance done to prevent failures and to insure efficient operation on a routine schedule.
- n. Quality Assurance. A method used by the Government to provide a measure of control over the quality of services performed by the Contractor.
- o. Quality Control. A method used by the Contractor to control the quality of services provided.
- p. Relocate. All support activities including all miscellaneous parts, labor overhead, transportation, etc. to physically remove an item from one location and move it to another location within the same park.
- q. Replace. The total process of removing an existing item or part of an item and installation of a similar or exact part in the removed part. Process includes disposal of defective parts off of Government lands and all materials, labor, overhead, transportation, etc., involved in the removal of the old item and installation of the new part or parts.
- r. Restrooms. Sinks toilets, urinals and other facilities provided for the comfort and personal hygiene of persons using the facilities.
- s. Storage/Utility Areas. Areas primarily used for the storage of supplies, materials, or equipment, and areas used for general or utility purposes such as employee eating areas or parking areas.
- t. Task Item. Work described in detail in the specifications for services to be provided by the Contractor upon issuance of DD Form 1155 Delivery Order. The Contractor must perform work to the specified standards and within the acceptable quality level for the amount listed in the bid item for that service. The bid amount is total reimbursement by the Government for the Contractor providing the service.

## EXHIBIT B

## SAMPLE INVOICE\*

FROM: Contractor's Name      INVOICE NO. \_\_\_\_\_  
Address      INVOICE FOR MONTH OF: \_\_\_\_\_  
Telephone Number      DATE OF INVOICE: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

TO: Project Name \_\_\_\_\_  
Address \_\_\_\_\_

DATE	DELIVERY ORDER NUMBER	AMOUNT
7-1-94	Delivery Order Number 001	\$1990.00
7-5-94	Delivery Order Number 002	658.00
7-16-94	Reimbursable Repair Parts from Emergency Service Call – Delivery Order Number 002 (See attached Itemized list)	83.00
7-21-04	Delivery Order Number 003	332.16
TOTAL INVOICE		3063.16

\*(A proper invoice must include the items listed in FAR 52.0232-0025 (a)(4)(viii)).



INTERIOR-KIND OF  
EXTERIOR-KIND OF PAINT USED. BRANDS  
USED. BRANDS. COLOR COLOR NUMBER OR NAMES

TYPE OF TOILET	NUMBER OR NAME, ETC.	ETC.
Toilet	Blocks – Russett Brown	Block, Walls-Off
Concrete Masonry	Ace Hardware Stores	White Sherwin
Painted – Vault	Williams KEM A&A	
Type I	Epoxy Enamel	
	Trim-Russett Brown	Ceiling-Classic 99
	Ace Hardware Stores	Oil Base, Semi-Gloss
		White
		Sherwin-Williams
	Ceiling-Classic 99	Partitions, Doors,
	011 Base Semi-Gloss	Handrails-Russett
	White, Sherwin-Williams	Brown, Polyurethane
	Enamel	
	Doors and frames	
	Russett Brown or Equal	
	Ace Hardware Stores	
	Concrete Roof Edge and Block Walls-Off	
Toilet	Ceiling-Russett	White Sherwin
Concrete Masonry	Brown, Ace Hardware	Williams KEM A&A
Vault or Water-	Stores	Epoxy Enamel
Borne with and		
Without showers.		
Split Face Blocks.		
Type II		
	Ceiling-Flat Latex	
	White A 100	
	Sherwin Williams	
	OR	
	Classic 99 Oil Base	
	Semi-Gloss White	
	Sherwin-Williams	
	Partitions, Doors,	
	Handrails-Sterling	
	12 Star Polyurethane	
	Enamel White/Off White	
	Block Wingwalls – (if	
	painted) Sandalwood	
	11-810 Sterling 12 Star	
	Polycoat Vinyl Acrylic	
	Latex	
	Doors and Frames –	
	Classic 99 Oil Base	
	Semi-Gloss White/Off White	
	Custom Color	
	Sherwin Williams on	
	Type II Waterborne	
	OR	
	Sterling 12 Star	
	Polyurethane Enamel	
	White/Off White	
Toilet	Wood (stained) – Sterling	Block Walls-Off

Masonry	12 Star Stain	White, Sherwin
Split	Solid color	Williams KEM A&A
Face Blocks	Wood Stain, Oil Type,	Epoxy Enamel
Type III	Color to match Russett	
	Brown	Ceiling-Classic 99
		OR Oil Base Semi-Gloss
	Sherwin Williams	White Sherwin
	Oil-Base Solid Stain	Williams
	Russett Brown.	
	Ace Hardware Stores	
	Wood (Painted)-	
	Russett Brown,	
	Oil Base Semi-Gloss	Partitions, Doors,
	Ace Hardware Stores	Handrails-Oil Base
		Semi-Gloss, Ace
		Hardware Stores
	Doors and Frames-	
	Russett Brown-Ace	
	Hardware Stores	

NOTE: Painted signs on toilets that are wood with routed letters will be white enamel in letters and teal brown on rest of sign.

PRIME: If prime is needed use only the type recommended by paint company for the different type of paints or as approved by the Government.

- a. Sherwin Williams A 100 Exterior Oil Base Wood Undercoat.
- b. Sterling 12 Star, Zinc Chromate, Gray-Green Primer or Sherwin Williams KEM-FLASH Gray Prime on bare metal or Rustoleum Primer on rusty metal surfaces.
- c. Sherwin Williams A 100 Flat Latex, white, for use on bare blocks on interior of building that are to be painted with epoxy enamel. (If blocks are porous, block filter may need to be added to latex.)

#### CLEANING MIXTURE.

Three (3) oz. (2/3 cup) Tri-Sodium Phosphate (TSP), or Bondex (TSP substitute), 1 oz. (1/3 cup) detergent (Tide, Cheer, etc.), 1 quart 5 Sodium Hypochlorite (Clorox), 3 quarts warm water.

THINNER. If thinner is needed in any paint, use only the types recommended by Paint Company for the different type of paint specified.

Miscellaneous items furnished by contractor as needed:

Penetrol, Paint Conditioner  
PASO, Liquid Sander  
Body Putty, Epoxy Type Body Filler

#### TP-3.8 PICNIC SHELTERS.

TP-3.8.1 General. Except as specified under SURFACES NOT TO BE PAINTED, the surfaces listed in the painting schedule below shall receive the surface preparation paints, and number of coats prescribed. Explanatory information for use with painting schedule in as follows:

TP-3.8.1.1 Surfaces. Surfaces to be painted include all surfaces now painted brown.

TP-3.8.1.2 Colors and Tints. Colors are brown and the manufactures will vary but the color is stable from project to project. Russett Brown by Ace Hardware Stores or equal is an acceptable product.

TP-3.8.2 Closing Picnic Shelter. No painting shall be performed on Saturday, Sundays, or Federal holidays. Shelters shall be left ready for use by public on these days. Also all required painting will be scheduled as necessary for shelter to be usable when

it has been reserved. Shelter reservations are taken starting 1 January of each year. Contractor's equipment and materials shall be removed and cleanup of area performed.

TP-3.8.3 Method of Surface Preparation. Cleaning and pretreatment of surfaces prior to painting shall be accomplished in accordance with the detailed requirements described in Paragraph TP-3.4.

TP-3.8.4 Paint Application. Paint application will be as described in Paragraph TP-3.5.

TP-3.8.5 SURFACES NOT TO BE PAINTED. The following listed item will not require painting: Concrete floor slab and picnic tables. All items and areas not to be painted shall be protected from painting operations.

TP-3.8.6 CLEANING UP. All cloths and cotton waste that might constitute a fire hazard shall be placed in closed metal containers or destroyed at the end of each day. Upon completion of the work, all staging, scaffolding, and containers shall be removed from the site or destroyed in an approved manner. Paint spots, oil, or stains on adjacent surfaces shall be removed and the entire job left clean and acceptable. All waste, scraps, empty buckets, litter, etc. shall be removed from park (not placed in trash barrels) and disposed of.

#### TP-3.9 CHANGE SHELTERS.

TP-3.9.1 General. Shelters are concrete block construction and painted with Russett Brown Outside Latex.

TP-3.9.2 CLOSING CHANGE SHELTERS. Only one change shelter per park may be closed at one time. When work begins on a shelter, proceed as fast as possible considering weather conditions, drying time, etc. on this shelter until all painting is completed and paint has dried sufficiently to prevent damage from use and cleaning so shelter can be reopened as soon as possible. No shelter shall be closed or inoperable during the three summer, 3-day holiday weekends.

TP-3.9.3 Method of Surface Preparation. Cleaning and pretreatment of surfaces prior to painting shall be accomplished in accordance with the detailed requirements described in Paragraph TP-3.4 (except filling of block and feathering into old paint is not required).

TP-3.9.4 Paint Application. Paint applications will be as described in Paragraph TP-3.5.

TP-3.9.5 CLEANING UP. All cloths and cotton waste that might constitute a fire hazard shall be placed in closed metal containers or destroyed at the end of each day. Upon completion of the work, all staging, scaffolding, and containers shall be removed from the site or destroyed in an approved manner. Paint spots, oil, or stains on adjacent surfaces shall be removed and the entire job left clean and acceptable. All waste, scraps, empty buckets, litter, etc. shall be removed from park (not placed in trash barrels) and disposed of.

#### TP-3.9.6 PAINTS.

Paints listed below are brands and colors presently used on buildings to be painted. Same or equal paint will be furnished by the contractor.

INTERIOR-KIND OF  
EXTERIOR-KIND OF PAINT USED. BRANDS.  
USED. BRANDS. COLOR COLOR NUMBER OF NAME.

TYPE OF SHELTER	NUMBER OR NAME ETC	ETC.
SHELTER	Blocks – Russet Brown	Same as exterior
Concrete Masonry	Ace Hardware, Russett Brown, House Paint	

Seats, braces, signs, etc. shall be painted with the same type paint as painted last time.

NOTE: Painted signs on shelters that are wood with routed letters will be white enamel in letters and Russet brown on rest of sign.

PRIME: If prime is needed use only the type recommended by paint company for the different type of paints or as approved by the Government.

- a. Rust-Oleum, Wood Saver, Moisture Resistant Enamel or Rust-Oleum primer on metal or rusty metal surfaces.

**CLEANING MIXTURE.**

Three (3) oz. (2/3 cup) Tri-Sodium Phosphate (TSP), or Bondex (TSP substitute), 1 oz. (1/3 cup) detergent (Tide, Cheer, etc.), 1 quart 5 Sodium Hypochlorite (Clorox), 3 quarts warm water.

**THINNER.** If thinner is needed in any paint, use only the types recommended by Paint Company for the different type of paint specified.

Miscellaneous items furnished by contractor as needed:

Penetrol, Paint Conditioner  
PASO, Liquid Sander  
Body Putty, Epoxy Type Body Filler

**TP-3.10 SIGNS, POSTS, BARRELS, ETC.**

TP-3.10.1 General: Items to be painted are listed below:

- a. steel trash barrels – brown
- b. steel trash barrel lids with hinges – brown
- c. steel trash traffic counter containers –brown
- d. steel fee vaults – brown

TP-3.10.2 Painting will not be allowed on holidays or weekends or when visitors may come in contact with items freshly painted. “Wet Paint” signs shall be placed on items painted during the week if areas are used by visitors.

TP-3.10.3 Method of Surface Preparation. Surface preparation will be as described in Paragraph TP-3.4.

TP-3.10.4 Paint Application. Paint application will be as described in Paragraph TP-3.4.

**TP-3.10.5 PAINTS.**

Paints listed below are brands and colors presently used on items to be painted. Paint will be furnished by the contractor.

**Prime**

- a. Rust-Oleum Wood Saver, Moisture Resistant, or Rust-Oleum Primer on metal and rusty metal surfaces.
- b. Sterling 12 Star, Enamel Primer for wood. For use only on wood signs to prime for white letters, if prime is needed.
- c. Sterling 12 Star, House Paint Primer, oil base, tint to nearly match Russett Brown color. For use only on signs and previously painted wood posts.

**Paint**

- a. Sterling 12 Star, Polar White, Sportsman Quick Dry Enamel. For use only on white letters of brown wood signs.
- b. Ace Hardware Stores Paint, Russett Brown. For use only on finish coat of brown wood signs and gate hinges and latches.
- c. Ace Hardware Stores Paint, Russett Brown. For use only as finish coats on all metal items painted brown.
- d. Exterior Latex Paint, Flat Black. For use on wood guard posts painted black.
- e. Exterior Latex Paint, White. For use on wooden barricades.

**THINNER.** If thinner is needed in any paint, use only the types recommended by Paint Company for the different type of paint specified.

TP-3.10.6 **CLEANING UP.** All cloths and cotton waste that might constitute a fire hazard shall be placed in closed metal containers or destroyed at the end of each day. Upon completion of the work, all staging, scaffolding, and containers shall be removed from the site or destroyed in an approved manner. Paint spots, oil, or stains on adjacent surfaces shall be removed and the entire job left clean and acceptable. All waste, scraps, empty buckets, litter, etc. shall be remove from park (not placed in trash barrels) and disposed of.

**TP-3.11 ELECTRICAL BOXES, CAMPER AND LEAD CENTER PANELS.**

TP-3.11.1 General. The term “paint”, as used herein, includes enamel, paint, and other coatings, whether used as primer, intermediate, or finish coats. Paint, primer, paint thinner, surface preparation solvent “PASO”, sandpaper, and tape for conduits will be furnished by the contractor. The paint shall be industrial exterior enamel and same color as boxes were when they were

new. Primer shall be rust inhibiting, light grey color, and as recommended by manufacture for surface preparation for final coat of paint. Paint shall be applied in accordance with manufacturer's directions.

EXHIBIT E  
QUALITY ASSURANCE SURVEILLANCE PLAN

1. Quality Assurance Surveillance Plan (OASP). This plan will be used to assure the Government that work specified under this solicitation is completed satisfactorily. The plan is included for information purposes only. It does not supersede any of the requirements in other sections of the contract. Surveillance or inspections will be primarily conducted by 100 inspection. However, the Government has the right to change or modify inspection methods at its discretion.
2. Acceptance/Rejection of Services. Inspection of all services performed under this solicitation will be done in accordance with a schedule developed by the Government. The purpose of inspection is to document contractor performance and the quality of service produced. Documentation of contractor performance will be done on the appropriate inspection form.
  - a. Acceptance. When all work is performed in accordance with the Delivery Order or the specific technical provision.
  - b. Rejection. Whenever the work does not conform to all requirements of the Delivery Order, the Government will issue a deficiency notice and proceed in accordance with the Inspection of Services Clause (see FAR 52.246-0004) of the contract.
3. Calculating Deductions. Whenever work or parts are rejected, the contractor shall correct the work within the time specified in the delivery order or deductions will be made. The following hypothetical examples are given to demonstrate how deductions for deficiencies would be calculated. Deductions are calculated on the cost to the Government to correct the deficiency by using either Government hired labor or another contractor.
  - a. Task Items (Fixed Price). The contract specified removal and replacement of 16 squares of roofing shingles on two group picnic shelters in a park. The contract price is \$40 per square times 16 squares, or \$640. The contractor successfully completed the replacement of 8 squares of shingles on only one of the shelters by the completion date given in the Delivery Order. The Contractor has not begun on the other shelter.
  - b. Service Call Items (Fixed price of service call plus materials cost). The contract specified that there is a problem with three 30-Amp circuit breakers in a park campground. The breakers were damaged by vandals. The Delivery Order is written for a Service Call requiring the services of one electrician. The cost of the 3 breakers is estimated at \$10 each, or a total of \$30. The Service Call bid price is a fixed price of \$45. Thus the total Delivery Order is estimated at \$75. The contractor determined that the breakers were defective and installed the three breakers by the completion date given in the Delivery Order. The contractor retail invoice cost of each breaker as furnished by the supplier was \$11. The contractor failed to correct the deficiency on time. The Government replaced the defective breaker with hired labor. It took on Government employee 1.0 hours to travel to the park and replace the breaker. Assuming the effective labor rate of the employee was \$12.50 per hour, the deduction is calculated at \$12.50 labor plus \$11.00 for parts, which equals \$23.50. Therefore, the \$23.50 was deducted from the contractor's invoice of \$78.
4. Reinspection. The Government may charge the contractor for reinspection costs equal to the actual Government cost. These charges will be deducted from the Contractor's invoice. This charge will apply to all reinspections of defective work that the Contractor was required to correct due to the failure of the Contractor Quality Control system to locate and cure these deficiencies prior to the Government's inspection. Reinspection cost will be computed using the effective labor rate of the Government inspector multiplied times the travel and inspection time required. The maximum reinspection cost shall not exceed \$30.00 per inspection.

EXHIBIT F  
GOVERNMENT FURNISHED ITEMS  
MILLWOOD-TRI LAKES

1. All Government Furnished Items (GFI) are provided in "as is" condition and shall be used only in the performance of this contract.
2. The following items will be provided by the Government:  
An inventory will be maintained of GFI. Current inventory is listed below:

HEMS	UNIT/PRICE	QUANTITY
Signs (Various assortment)	Unknown	Unknown

NOTE: The unit prices of GFI is not available.

EXHIBIT G  
REQUIREMENT CONTRACT SPECIFICATIONS  
MILLWOOD-TRI LAKES  
BRAND NAMES AND MODEL NUMBERS  
EXISTING FACILITIES

Gate Attendant Buildings are structures constructed on site at various times by local contractors. Standard building practices were used, standard off the shelf materials were used in all specifications and any repairs/replacements must be of like name brand and/or equal.

Items that might require repair or replacement on these facilities would be:

- a. Windows
- b. Doors
- c. Screens
- d. Storm Doors
- e. Heaters/Air Conditioning Unit
- f. Fluorescent fixtures or tubes
- g. Incandescent fixtures or bulbs

TOILET SEATS

Replace Round Toilet Seat – Brand:

SINK FAUCETS

Replace sink faucets with Brand, Delta, Model 701 HDF  
Slow Close Lavatory Valve

PRESSURE TANKS

Amtrol, Well-X-TROL

WATER HEATERS

Reliance, 52 gal. Model # 5220RT6F, 4500 watt element  
State, Turbo Sandblaster, 52 gal. Model # SB652-9-SFE with  
6-3000watt elements  
Aosmity, 52 gal. 4500 elements. Model No. Ken52  
State, 30 gal. 3800 watt elements. Model #GV302RS7P  
State, Censible 510, 66 gal. Model # PV 6620RT4, 4500 watt elements  
Reliance, 30 gal. Model 13010PS8F, 3500 watt elements

HAND DRYERS

Replace hand dryer – Brand: Work Dryer Corp. Mobie: 5^,

ELECTRICAL PEDESTAL

Replace electric pedestal – Brand: Midwest Model: H2P-75C

PHOTO CELL

Replace photo cell – Brand: Tork Model: 2007 Turn-Lock Type

**PHOTOELECTRIC CONTROL**

Replace Control, Fisher Pierce, Sicma Instruments Inc.  
#6690B, 1000w-1800va, 105-285v, 50-60hz, #64179810

**EXHAUST FAN**

Replace exhaust fan. Brand: Dayton Model: 2C819A

**DUMP STATION WATER TOWER**

Dump Station Tower Unit-Brand: Romort Model: 05400 Water Tower

**GATE VALVES**

All gate valves shall be watts brand or equal. Sizes are as follows:

- Replace ¾" gate valve
- Replace 1" gate valve
- Replace 1 ¼" gate valve
- Replace 1 ½" gate valve
- Replace 2" gate valve

**BALL VALVES**

All ball valves shall be Watts brand or equal. Sizes are as follows:

- Replace 1" ball valve
- Replace 2 ½" ball valve

**VALVE BOXES**

Cast Iron Valve Boxes, Two-Piece, Brand: Tyier Pipe Model 562-A

**METER BOXES**

Concrete Body & Cover, Two-Piece, Brand: Brooks Products, Model NO. 36-H,  
Or Model No. 36-P

**CHECK VALVES**

All check valves shall be Clayton-Mark brand or equal.  
Replace 1 ¼" check valve

**DRINKING FAUCET**

Replace drinking faucet Brand Central Brass Model: 366-L

**FROST PROFF WATER FAUCET**

Arrowhead, Cat # 456, 6"  
Arrowhead, Cat #486 BFP, 4"

**LANTERN HANGER**

Replace with Brand, Iron Mountain Forge, Model 301-Y

**FIRE RINGS**

Replace with Brand, Iron Mountain Forge, Model 120-X

**COOKERS**

Replace with Brand, Iron Mountain Forge, Model 200, Rotating Grill

**COOKERS AT PICNIC SHELTER, SPECIAL GROUP USE**

Replace with Brand, Iron Mountain Forge, Model 220



## TECHNICAL PROVISIONS CARPENTRY AND PAINTING

### PART 2 – CARPENTRY

TP-2.1 GENERAL. Except as otherwise specified herein, the contractor shall provide all personnel, materials, tools, parts, equipment, and vehicles to perform the services required for the operation, maintenance, and repair of the following:

TP-2.2 SERVICE CALLS. Repairs that will require a maximum of two hours labor on-site at a specific recreation area, project office, powerhouse, or other single location. The contractor shall provide at least one skilled craftsman (carpenter, painter, roofer) as required to perform the specified repair. The contractor will be reimbursed the retail invoice cost of repair parts used in the work. The original invoice shall be submitted for reimbursement when requested. The contractor shall inspect the site, determine necessary repairs, and notify the COR for approval of material costs which exceed the delivery order estimate prior to making repairs. The contractor will provide all necessary expendable supplies such as lubricating oils, electricians tape, pipe thread tape etc. as part of the service call. Examples of minor repairs, which may be ordered as a service call, are listed below. This list is not inclusive and other minor repairs may be requested as a service call.

- repair playground equipment
- repair/reset signs
- cover/uncover signs

The contractor shall provide and maintain a stock of the frequently used items on hand to provide service calls in a timely manner.

TP-2.3 LANDSCAPE TIMBERS. All timbers shall be installed end to end. All joints shall be flush. Each timber shall be nailed with a 12 inch spike 1 foot from each end and at 3 feet or less intervals between there spikes. Each end of the steps, step supports, and end of anchor timbers shall be nailed with a minimum of one 12 inch spike. Undersized holes will be drilled for each nail. All single height timbers shall be anchored to the ground with  $\frac{3}{4}$  inch x 18 inches steel bolts and shall be driven flush through  $\frac{3}{4}$  inch holes drilled 10 inches from the end of the timber. The steel bolt shall be placed in one cubic foot of concrete. Butt joints of the single timbers shall be anchored in the same manner with 2 bolts and 2 cubic feet of concrete. All timbers shall be installed level (+/- 1 slope) and on firm soil or rock base. All timbers shall be installed as shown in Exhibit 1.

TP-2.4 LANTERN HANGERS. Iron Mountain Forge Model 301-Y lantern hanger shall be mounted and anchored in accordance with manufacturer's recommendations.

TP-2.5-A FIRE RINGS. Iron Mountain Forge Model 0-34 campfire rings shall be mounted and anchored flush on the surfacing level by using two  $\frac{1}{2}$  inch solid steel staples. Proper installation will allow the grill to freely tilt on the staples away from the campsite parking spur. See Exhibit 2 for installation details.

TP-2.5-B GRILLS. Iron Mountain Forge Model 200, Rotating Grill shall be mounted and anchored in accordance with manufacturer's recommendations.

TP-2.6 SIGN AND POST MAINTENANCE. The contractor shall repair, install and/or replace signs and/or posts in accordance with sign manual. Barrel lids will be reinstalled on posts so equipped. There are two principle methods used in mounting signs. These are ground mounted with two posts and ground mounted with one post. Some signs are mounted on plywood background. All signs, galvanized carriage bolts, and tamper proof nuts will be Government furnished. The contractor shall provide all posts, backing boards, and misc. hardware required to install sign. The replacement post shall be 4 inches x 4 inches x 7 feet pressure treated (0.40 retention) rough sawn pine post. The top of the post shall be beveled at a 45 degree angle 2 inches from the top to create a point. The post shall be set 2 feet into the ground and the soil replaced shall be securely tamped to insure the post is well anchored and remains in a plumb position. The height of the replacement sign will be as shown in the sign manual located in the Project Office (HAGL-Height above ground leave).

TP-2.7 FILL MATERIAL. The contractor will provide fill material as specified in the delivery order. Fill material shall consist of satisfactory material, select granular material, or initial fill material as required. Each 6 inches of fill material shall be compacted by not less than 2 complete passes with a hand-held gas operated compactor. Payment for fill material shall be by the ton of satisfactorily placed and compacted fill, determined by weight tickets from a State approved and licensed scale.

**TP-2.8 SCREENING MATERIAL.** The contractor shall provide screening surface material for campsite living areas (areas inside landscape timbers or areas specified in delivery orders). No material larger than 3/8 inch diameter will be acceptable as screening. Screening materials shall be level with the top of the landscape timbers. Screening surface material shall be compacted with a hand-held gas powered compactor. Screening may require watering down to compact. Payment for screening material shall be by the ton of satisfactorily placed and compacted screening, determined by weight tickets from a State approved and licensed scale.

**TP-2.9 AGGREGATE BASE MATERIAL.** Base course material shall conform to the requirements for Class 7 aggregate in Subsection 304.02 of the "Arkansas Standard Specifications for Highway Construction". The base course material shall be placed as specified in paragraph 304.03 Arkansas Standard Specification for Highway Construction. Payment for aggregate base material shall be by the ton of satisfactorily placed and compacted aggregate base, determined by weight tickets from a State approved and licensed scale.

**TP-2.10 DOOR CLOSER.** The contractor shall provide and install Donna Reading 7600 Series, stainless steel door closures or equal for heavy duty closures, and Ives 925 or equal for light duty closures when replacement is necessary.

**TP-2.11 DOOR FRAMES.** The contractor shall provide and install door frames when replacement is necessary. The door frames shall be bolt-in stainless steel type (same material and configuration as frames being specified for new toilet construction) or equal. The frame shall be factory fabricated conforming to SD01 100 and the additional requirements specified herein. Frames shall be stainless steel and prepared to receive existing hardware, and shall be reinforced as required for door closures and other hardware to conform to SD01 100.

**TP-2.12 METAL SCREEN DOORS.** The contractor shall provide and install Fenerstra, Inc., 18 Ga., size 3070 metal screen doors or equal when replacement is necessary.

**TP-2.13 METAL ENTRY DOORS.** The contractor shall provide and install Mesker Swingdor Series NP418-18 ga., with insulated polystyrene core, galvanized metal doors or equal when replacement is necessary. The door shall be painted with two coats to match existing door. Painting cost shall be included in this item.

**TP-2.14 ALUMINUM STORM DOORS.** The contractor shall provide and install aluminum storm doors in gate houses when replacement is necessary. The door shall be the same type as existing doors or equal and prepared to fit existing frames.

**TP-2.15 STAINLESS STEEL MIRROR.** The contractor shall provide and install Bradley Model 740-4 or 7405, 24"Wx30"H stainless steel mirrors or equal when replacement is necessary.

**TP-2.16 STAINLESS STEEL SOAP DISH.** The contractor shall provide and install Miami Bradley Model 900 stainless steel soap dish or equal when installing or replacement is required.

**TP-2.17 WINDOWS.** The contractor shall provide and install window glass or plexiglass (as presently exists) according to the manufacturer's recommendations and/or the industry standard when replacement is necessary.

Unless specified otherwise, all window glass replaced under this contract will be single pane glass. Payment for the replacement of window glass and plexiglass will be made by the square foot of properly installed window glass or plexiglass.

**TP-2.18 SKYLIGHT WINDOWS.** The contractor shall provide and install B & D Skylights Model No. 24 x 48 Double Dome skylights and Naturalite Stock No. T3636 with 3/16" plexiglass skylights or equal when replacement is necessary.

**TP-2.19 SCREENS.** The contractor shall provide and install Midwest brand screens or equal when replacement is necessary. Payment for the replacement of screen will be by the square foot of properly installed screen.

**TP-2.20 VENTILATOR. ALUMINUM.** The contractor shall provide and install Penn Type – S 18" rotating ventilators or equal when replacement is necessary.

**TP-2.21 SHOWER SEATS.** The contractor shall provide and install Bradley Model 9565 or 9566 (right or left) shower seats or equal when replacement is necessary.

**TP-2.22 TOILET SEATS.** The contractor shall provide and install Centoco 500 cc open front toilet seats or equal, and Centoco #1200 closed front toilet seats or equal when replacement is necessary.

TP-2.23 FIBER GLASS REINFORCED PANEL: These panels will be installed in accordance with manufacturer's recommendation.

TP-2.24 DISPOSAL OF DEBRIS. See TP-1.4d. Disposal of Debris.

### PART 3 – PAINTING

TP-3.1 GENERAL. The term "paint", as used herein, includes enamel, paint, stain, sealers and other coatings, whether used as a primer, intermediate, or finish coats. Paint and all other materials will be furnished by the contractor.

TP-3.2 MATERIALS. Paint shall be in sealed containers that plainly show the designated name, color, date of manufacture, manufacturer's directions and name of manufacturer, all of which be plainly legible at the time of use. Pigmented paints shall be furnished in containers not larger than 5 gallons.

TP-3.3 PRIMER. PAINT. All areas to be painted shall be cleaned and spot primed with a primer as recommended by the paint manufacturer. All rust removed to bare metal. Bare metal shall be cleaned and primed with a rust inhibiting metal primer. All primed areas shall be given one or more coats of paint prior to final coat to insure that final coat match adjacent surfaces. Same type paint as previously used shall be used on each area unless otherwise noted or approved.

#### TP-3.4 CLEANING AND PREPARATION OF SURFACES.

TP-3.4.1 General surfaces to be painted shall be clean before applying paint or surface treatments. Oil and grease shall be removed with clean cloths and cleaning solvents prior to mechanical cleaning. Cleaning solvents shall have the following properties: low toxicity; a flash point in excess of 100 degrees F; and shall not contain any ozone depleting substances as listed in 40 CFR 82, Appendices A and B to Subpart A. Cleaning and painting shall be performed so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

TP-3.4.2 Surfaces to be painted. All surfaces to be painted shall be cleaned of all dirt, oil, loose scaly or faulty paint, rust, and other foreign substances. All areas to be repainted, except those coated with latex paint or stain, shall be scrubbed with a cleaning and etching compound, such as PASO or equal. PASO shall remain on surface long enough to clean surface and loosen any faulty paint. In areas where excessive peeling of paint is occurring, especially on doors, jambs, and interior walls, the paint will be removed until sound paint, bare wood, or metal is reached. This may require several coats of PASO or similar material to remove this paint. Areas to be repainted with latex or stain shall be cleaned with leach mixture and scrubbed and rinsed to remove all mildew, dirt and residue from cleaning mix. Surfaces to be roughed up with sandpaper and/or steel wool to provide suitable bond of paint. Pitch on knobs and all other beads or streaks shall be scraped off, or if still soft, shall be removed with numeral spirits or turpentine and the resinous area thinly coated with knot sealer. Unless otherwise authorized, painting shall proceed only when the moisture content of the wood does not exceed 12 percent, as measured by a moisture meter. In those areas where paint has peeled or cleaning operations expose the bare blocks, the contractor shall fill, prime, and feather into old paint in such a manner as it is not noticeable when finish coat of paint is applied. All areas where holes, scratches, etc. have been made shall be properly filled so that when finish coat is applied, it will not be noticeable. Repairs shall not be noticeable after final coat of paint. Metal doors and jambs that have dents and/or holes (from removal of signs, rusted, or otherwise) shall be filled with body putty according to the manufacturer's instructions. Existing patches that are noticeable shall be removed and repaired. All damaged caulking and/or glazing adjacent to areas being repainted shall be removed prior to priming and replaced after priming. Paint conditioner may be required in some primers and paints. Roof vents and other rusty metal shall be primed with rust inhibiting primer and painted with enamel. Light fixture bases and conduit shall be cleaned, primed, and painted when specified or adjacent surfaces are painted.

#### TP-3.5 PAINT APPLICATION.

TP-3.5.1 General. The finish surfaces shall be free from runs, drops, ridges, waves, laps, brush marks, and variations in color, texture, and finish. All coats shall be applied to produce film of uniform thickness. Special attention shall be given to insure that edges, corners, crevices, welds, and rivets receive a film thickness equivalent to adjacent painted surfaces. Adjacent areas and installations shall be protected by the use of drop cloths or other approved precautionary measures.

TP-3.5.2 Storage. Mixing and Thinning. At time of application, paint shall show no signs of deterioration. Paint shall be thoroughly stirred, strained and kept at a uniform consistency during application. Paints of different manufacturers shall not be mixed together. Where necessary to suit conditions of surface, temperature, weather and method of application, the packaged paint may be thinned immediately prior to application in accordance with the manufacturer's directions, but not in excess on one pint of suitable thinner per gallon. The use of thinner for any reason shall not relieve the contractor from obtaining complete hiding.

TP-3.5.3 Atmospheric Conditions. Paints shall be applied only to surfaces that are completely free of surface moisture as determined by sight or touch. In no case shall paint be applied to surfaces upon which there is visible frost or ice. While painting is being done, the temperature of the surfaces to be painted shall be at or above 45 degrees F.

TP-3.5.4 Time between surface preparation and painting. Surfaces that have been cleaned, pre-treated and/or otherwise prepared for painting shall be given a coat of the specified first coat material as soon as practicable after such preparation has been completed. Surfaces cleaned to bare metal must be primed within 24 hours. The contractor shall arrange for the COR or his representative to inspect all surfaces prepared for painting prior to first coat of prime or paint.

TP-3.6 PAYMENT FOR PAINTING. Payment shall be made per square foot of painted area for structures. Cleaning, preparation, spot priming, and painting shall be included in payment. If entire item to be painted requires a prime coat of paint, payment shall be made for prime coat applied, per square foot of primed area. Most items to be painted will require spot priming and one coat of paint.

#### TP-3.7 TOILETS.

##### TP-3.7.1 TOILET DESCRIPTIONS:

- a. Type I; vault, concrete block with built-up roof
- b. Type II; vault, concrete block with concrete roof
- c. Type III; vault, concrete block with composition roof
- d. Type III; waterborne, concrete block with composition roof
- e. Waterborne, except Type III; various types of construction

TP-3.7.2 CLCSING TOILETS. Only one toilet per park may be closed at one time. When work begins on a toilet, proceed as fast as possible considering weather conditions, drying time, etc. on this toilet until all painting is completed and paint has dried sufficiently to prevent damage from use and cleaning so toilet can be reopened as soon as possible. No toilet shall be closed or inoperable during the three summer 3-day holiday weekends. Contractor shall place and maintain signs, "Toilet Closed for Repairs" (1 ½" minimum size letters) near each entrance to toilet during time toilet is unusable.

TP-3.7.3 CLEANING UP. All cloths and cotton waste that might constitute a fire hazard shall be placed in closed metal containers shall be removed from the site or destroyed in an approved manner. Paint spots, oil, or stains upon adjacent surfaces shall be removed and the entire job left clean and acceptable.. All waste, scraps, empty buckets, litter, etc., shall be removed from park (not placed in trash barrels) and disposed of.

#### TP-3.7.4 PAINTS.

Paints listed below are brands and colors presently used on buildings to be painted. The contractor will furnish same or equal paint. If paint not listed in this schedule is encountered, contractor should contact COR to determine correct paint to use.

INTERIOR-KIND OF  
EXTERIOR-KIND OF PAINT. PAINT USED. BRANDS  
USED. BRANDS. COLOR COLOR NUMBER OR NAME.

TYPE OF TOILET	NUMBER OR NAME, ETC.	ETC.
Toilet	Blocks-Russett Brown	Blocks, Walls-Off
Concrete Mansony	Ace Hardware Stores	White Sherwin
Painted – Vault	Williams KEM A&A	
Type I	Epoxy Enamel	
	Trim-Russett Brown	Ceiling-Classic 99
	Ace Hardware Stores	Oil Base, Semi-Gloss
		White
		Sherwin-Williams
	Ceiling-Classic 99	Partition, Doors,
	011 Base Semi-Gloss	Handrails-Russett
	White, Sherwin-Williams	Brown, Polyurethane
	Enamel	
	Doors and frames-	
	Russett Brown or Equal	
	Ace Hardware Stores	

Toilet Concrete Masonry Vault or Water- Borne with and Without showers. Split Face Blocks	Concrete Roof Edge and Block walls –off Ceiling-Russett Brown, Ace Hardware Stores	White Sherwin Williams KEM A&A Epoxy Enamel
Type II	Ceiling-Flat Latex White A 100 Sherwin Williams OR Classic 99 Oil Base Semi-Gloss White Sherwin Williams  Partitions, Doors Handrails – Sterling 12 Star Polyurethane Enamel White/Off White  Block Wingwalls – (if Painted) Sandalwood 11-810 Sterling 12 Star polyicoat Vinyl Acrylic latex  Doors and Frames- Classic 99 Oil Base Semi-Gloss White/Off White Custom Color Sherwin Williams on Type II Waterborne OR Sterling 12 Star Polyurethane Enamel White/Off White	
Toilet Masonry Split Face Blocks Type III	Wood (stained)-Sterling 12 Star Stain Solid Color Wood Stain, Oil Type Color to match Russett Brown  Sherwin Williams Oil-Base Solid Stain Russett Brown Ace Hardware Stores  Wood (Painted)- Russett Brown, Oil Base Semi-Gloss Ace Hardware Stores  Doors and Frames- Russett Brown-Ace Hardware Stores	Block Walls-Off White, Sherwin Williams KEM A&A Epoxy Enamel Ceiling-Classic 99 OR Oil base semi-gloss White Sherwin Williams  Partitions, Doors, Handrails-Oil Base Semi-Gloss-Ace Hardware Stores

NOTE: Painted signs on toilets that are wood with routed letters will be white enamel in letters and teal brown on rest of sign.

PRIME: If prime is needed use only the type recommended by paint company for the different type of paints or as approved by the Government.

- a. Sherwin Williams A 100 Exterior Oil Base Wood Undercoat.
- b. Sterling 12 Star, Zinc Chromate, Gray-Green Primer or Sherwin Williams KEM-FLASH Gray Prime on bare metal or Rustoleum Primer on rusty metal surfaces.
- c. Sherwin Williams A 100 Flat Latex, white, for use on bare blocks on interior of building that are to be painted with epoxy enamel. (If blocks are porous, block filler may need to be added latex.)

#### CLEANING MIXTURE.

Three (3) oz. (2/3 cup) Tri-Sodium Phosphate (TSP), or Bondex (TSP substitute), 1 oz. (1/3 cup) detergent (Tide, Cheer, etc.), 1 quart 5 Sodium Hypochlorite (Clorox), 3 quarts warm water.

THINNER. If thinner is needed in any paint, use only the types recommended by Paint Company for the different type of paint specified.

Miscellaneous items furnished by contractor as needed:

Penetrol, Paint Conditioner

PASO, Liquid Sander

Body Putty, Epoxy Type Body Filler

#### TP-3.8 PICNIC SHELTERS.

TP-3.8.1 General. Except as specified under SURFACES NOT TO BE PAINTED, the surfaces listed in the painting schedule below shall receive the surface preparation paints, and number of coats prescribed. Explanatory information for use with painting schedule is as follows:

TP-3.8.1.1 Surfaces. Surfaces to be painted include all surfaces now painted brown.

TP-3.8.1.2 Colors and Tints. Colors are brown and the manufactures will vary but the color is stable from project to project. Russett Brown by Ace Hardware Stores or equal is an acceptable product.

TP-3.8.2 Closing Picnic Shelter. No painting shall be performed on Saturdays, Sundays, or Federal holidays. Shelters shall be left ready for use by public on these days. Also all required painting will be scheduled as necessary for shelter to be useable when it has been reserved. Shelter reservations are taken starting 1 January of each year. Contractor's equipment and materials shall be removed and cleanup of area performed.

TP-3.8.3 Method of Surface Preparation. Cleaning and pretreatment of surfaces prior to painting shall be accomplished in accordance with the detailed requirements described in Paragraph TP-3.4.

TP-3.8.4 Paint Application. Paint application will be as described in Paragraph TP-3.5.

TP-3.8.5 SURFACES NOT TO BE PAINTED. The following listed items will not require painting: Concrete floor slab and picnic tables. All items and areas not to be painted shall be protected from painting operations.

TP-3.8.6 CLEANING UP. All cloths and cotton waste that might constitute a fire hazard shall be placed in closed metal containers or destroyed at the end of each day. Upon completion of the work, all staging, scaffolding, and containers shall be removed from the site or destroyed in an approved manner. Paint spots, oil, or stains on adjacent surfaces shall be removed and the entire job left clean and acceptable. All waste, scraps, empty buckets, litter, etc., shall be removed from park (not placed in trash barrels) and disposed of.

#### TP-3.9 CHANGE SHELTERS.

TP-3.9.1 General. Shelters are concrete block construction and painted with Russett Brown Outside Latex.

TP-3.9.2 CLOSING CHANGE SHELTERS. Only one change shelter per park may be closed at one time. When work begins on a shelter, proceed as fast as possible considering weather conditions, drying time, etc. on this shelter until all

painting is completed and paint has dried sufficiently to prevent damage from use and cleaning so shelter can be reopened as soon as possible. No shelter shall be closed or inoperable during the three summer, 3-day, holiday weekends.

TP-3.9.3 Method of Surface Preparation. Cleaning and pretreatment of surfaces prior to painting shall be accomplished in accordance with the detailed requirements described in Paragraph TP-3.4 (except filling of block and feathering in to old paint is not required).

TP-3.9.4 Paint Application. Paint application will be as described in Paragraph TP-3.5.

TP-3.9.5 CLEANING UP. All cloths and cotton waste that might constitute a fire hazard shall be placed in closed metal containers or destroyed at the end of each day. Upon completion of the work, all staging, scaffolding, and containers shall be removed from the site or destroyed in an approved manner. Paint spots, oil, or stains on adjacent surfaces shall be removed and the entire job left clean and acceptable. All waste, scraps, empty buckets, litter, etc., shall be removed from park (not placed in trash barrels) and disposed of.

#### TP-3.9.6 PAINTS

Paints listed below are brands and colors presently used on buildings to be painted. Same or equal paint will be furnished by the contractor.

TYPE OF SHELTER	INTERIOR-KIND OF EXTERIOR-KIND OF PAINT PAINT USED. BRANDS. USED. BRANDS. COLOR COLOR NUMBER OR NAME.	
	NUMBER OR NAME, ETC.	ETC.
SHELTER	Blocks-Russett Brown	Same as exterior
Concrete Masonry	Ace Hardware, Russett Brown, House Paint	

Seats, braces, signs, etc. shall be painted with the same type paint as painted last time.

NOTE: Painted signs on shelters that are wood with routed letters will be white enamel in letters and Russett brown on rest of sign.

PRIME. If prime is needed use only the type recommended by paint company for the different type of paints or as approved by the Government.

- a. Rust-Oleum, Wood Saver, Moisture Resistant Enamel or Rust-Oleum. Primer on metal or rusty metal surfaces.

#### CLEANING MIXTURE.

Three (3) oz. (2/3 cup) Tri-Sodium Phosphate (TSP), or Bondex (TSP substitute), 1 oz.(1/3 cup) detergent (Tide, Cheer, etc.), 1 quart 5 Sodium Hypochlorite (Clorox), 3 quarts warm water.

THINNER. If thinner is needed in any paint, use only the types recommended by Paint Company for the different type of paint specified.

Miscellaneous items furnished by contractor as needed:

Penetrol, Paint Conditioner

PASO, Liquid Sander

#### TP-3.10 SIGNS, POSTS, BARRELS, ETC.

TP-3.10.1 General: Items to be painted are listed below:

- a. steel trash barrels-brown
- b. steel trash barrel lids with hinges-brown
- c. steel traffic counter containers-brown
- d. steel fee vaults-brown

TP-3.10.2 Painted will not be allowed on holidays or weekends or when visitors may come in contact with items freshly painted. "Wet Paint" signs shall be placed on items painted during the week if areas are used by visitors.

TP-3.10.3 Method of Surface Preparation. Surface preparation will be described in Paragraph TP-3.4

TP-3.10.4 Paint Application. Paint application will be as described in Paragraph TP 3.5.

#### TP-3.10.5 PAINTS.

Paints listed below are brands and colors presently used on items to be painted. Paint will be furnished by the contractor.

##### Prime

- a. Rust-Oleum Wood Saver, Moisture Resistant, or Rust-Oleum Primer on metal and rusty metal surfaces.
- b. Sterling 12 Star, Enamel Primer for wood. For use only on wood signs to prime for white letters, if prime is needed.
- c. Sterling 12 Star, House Paint Primer, oil base, tint to nearly match Russett Brown color. For use only on signs and previously painted wood posts.

##### Paint

- a. Sterling 12 Star, Polar White, Sportsman Quick Dry Enamel. For use only on white letters of brown wood signs.
- b. Ace Hardware Stores Paint, Russett Brown. For use only on finish coat of brown wood signs and gate hinges and latches.
- c. Ace Hardware Stores Paint, Russett Brown. For use only on finish coats on all metal items painted brown.
- d. Exterior Latex Paint, Flat Black. For use on wood guard posts painted black.
- e. Exterior Latex Paint, White For use on wooden barricades.

THINNER. If thinner is needed in any paint, use only the types recommended by Paint Company for the different type of paint specified.

TP-3.10.6 CLEANING UP. All cloths and cotton waste that might constitute a fire hazard shall be placed in closed metal containers or destroyed at the end of each day. Upon completion of the work, all staging, scaffolding, and containers shall be removed from the site or destroyed in an approved manner. Paint spots, oil, or stains on adjacent surfaces shall be removed and the entire job left clean and acceptable. All waste, scraps, empty buckets, litter, etc., shall be removed from park (not placed in trash barrels) and disposed of.

#### TP-3.11 ELECTRICAL BOXES, CAMPER AND LOAD CENTER PANELS.

TP-3.11.1 General. The term "paint", as used herein, includes enamel, paint, and other coatings, whether used as primer, intermediate, or finish coats. Paint, primer, paint thinner, surface preparation solvent "PASO", sandpaper, and tape for conduits will be furnished by the contractor. The paint shall be industrial exterior enamel and same color as boxes were when they were new. Primer shall be rust inhibiting, light gray color, and as recommended by manufacture for surface preparation for final coat of paint. Paint shall be applied in accordance with manufacturer's directions.

TP-3.11.2 Surfaces to be painted. All exposed previously painted surfaces will be painted. The cover shall be raised and sides of boxes will be painted. The post will be painted minimum of 1" below existing ground line. If unpainted conduit is painted at contractor's option, it must be cleaned and primed. Any weak or deteriorated places noted in conduit shall be taped with special conduit tape.

TP-3.11.3 Cleaning and Preparation of Surfaces. The dirt shall be removed 2" minimum depth below existing ground line around post and conduit. Some electrical outlets are posts and outlets combined. After final coat of paint is dry, dirt shall be placed back around post and conduit and landscaped to match adjacent grade and surface materials. All surfaces to be painted shall be cleaned and sanded. All faulty paint will be removed by scraping and sanding with coarse sandpaper. Prior to priming and painting, surfaces will be washed down with "PASO".

#### TP-3.11.4 Paint Application.

TP-3.11.4.1 General. The finished surfaces shall be free from runs, drops, ridges, waves, laps, brush marks, and variations in color, texture, and finish. The hiding shall be so complete that the addition of another coat of paint would not increase the hiding. All surfaces to be painted will receive a minimum of one coat of finish paint. All coats shall be applied by brush and so applied as to produce film of uniform thickness. Special attention shall be given to insure that edges, corners, crevices, welds, and rivets receive a film thickness equivalent to adjacent painted surfaces. Adjacent areas and installations shall be protected by the use of drop cloths or other approved precautionary measures. All work will be performed in a professional manner.



TP-3.11.4.2 Storage. Mixing and Thinning. At time of application, paint shall show no signs of deterioration. Paint shall be thoroughly stirred, strained, and kept at uniform consistency during application. Paints of different manufacturers shall not be mixed together. Where necessary to suit conditions of surface, temperature, weather, and method of application, the packaged paint may be thinned immediately prior to application in accordance with the manufacturer's directions, but no in excess of one pint of suitable thinner per gallon. The use of thinner for any reason shall not relieve the contractor from obtaining complete hiding.

TP-3.11.4.3 Atmospheric Conditions. Paints shall be applied only to surfaces that are completely free of surface moisture as determined by sight or touch. In no case shall paint be applied to surfaces upon which there is visible frost or ice. While painting is being done, the temperature of the surfaces to be painted and of the atmosphere in contact therewith shall be maintained at or above 50 degrees F. Painting shall be discontinued when a possibility of rain exists before paint has dried sufficiently to prevent damage to paint.

TP-3.11.4.4 Surfaces not to be painted. All items, especially camper equipment and areas not to be painted shall be protected from painting operations.

TP-3.11.4.5 If site is occupied, the contractor shall contact the camper, explain what he is doing and perform work in a manner suitable to camper or wait until site is vacant. Some individual sites may be blocked off for short periods of time only with approval from the inspector.

TP-3.11.4.6 Cleaning Up. Paint spots, oil or stains on adjacent surfaces shall be removed and the entire job left clean and acceptable. All waste, scraps, empty buckets, litter, etc, shall be removed from park (not placed in trash barrels) and disposed of each day.

TP-3.11.4.7 The yellow safety sticker shall be placed on each box lid by others.

TP-3.11.4.8 Posts shall be straightened as much as possible by hand and tamped to prevent movement.

TP-3.11.4.9 No painting shall be performed on Saturdays, Sundays, or federal holidays, and electrical outlets shall be left ready for use by public on these days. Contractor's equipment and materials shall be removed and cleanup of area performed.

#### TP-3.12 PAVEMENT MARKING, Specifications

TP-3.12.1 MATERIALS: Paint shall be in sealed containers that plainly show the designated name, formula or specification number, batch number, color, date of which shall be plainly legible at time of use. The paint shall be homogeneous, easily stirred to smooth consistency, and shall show no hard settlement or other objectionable characteristics during a storage period of 6 months.

TP-3.12.1.1 Paints: Traffic marking paint shall conform to Federal Specification TT-P-115, Type I or II and shall be yellow, matching Federal Standard 595, Color No. 33538, or white -17875, as shown.

TP-3.12.2 EQUIPMENT: Equipment shall be maintained in satisfactory operation condition and shall be approved by the Contracting Officer. The equipment for applying paint to pavements shall be self-propelled or mobile-drawn pneumatic spraying machine with suitable arrangements of atomizing nozzles and controls to obtain the specified results. The machine shall be capable of applying the stripe widths indicated, at the paint coverage rate specified.

TP-3.12.3 APPLICATION: Pavement markings shall be as indicated on the drawings. New pavement surfaces shall be allowed to cure for a period of not less than 30 days before application of marking materials. All surfaces to be marked shall be thoroughly cleaned before application of the paint. Dust, dirt, and other granular surface deposits shall be removed by sweeping, blowing with compressed air, rinsing with water or a combination of these methods as required. Paint shall be applied to clean, dry surfaces, and unless otherwise approved by the Contracting Officer, only when air and pavement temperatures are above 40 F. and less than 95 F. paint temperature shall be maintained within these same limits. Paint shall be applied pneumatically with approved equipment to the rate of 105 plus or minus 5 square feet per gallon. The Contractor shall provide guide lines and templates as necessary to control paint application. All edges of markings shall be sharply outlined. Lines must be straight and have uniform width. The maximum drying time requirements of the paint specifications will be strictly enforced, to prevent undue softening of bitumen, and pickup, displacement, or discoloration by tires of traffic. If there is a deficiency in drying of the markings, painting operations shall be discontinued until cause of the slow drying is determined and corrected. Paint may be applied with roller and guide for small jobs (600 L.F or less) when approved by the contracting officer.

TP-3.12.4 TRAFFIC CONTROLS: Suitable warning signs shall be placed near the beginning of the worksite and well ahead of the worksite for alerting approaching traffic from both directions. Small markers shall be placed along newly painted line to block off traffic and prevent damage to newly painted surfaces. Painting equipment shall be marked with large warning signs indicating slow-moving painting equipment in operation.

## Exhibit 1

REQUIREMENTS CONTRACT SPECIFICATIONS  
Millwood-Tri Lakes  
Brand Names and Model Numbers

## Existing Items at Toilets for Schedule A

## DOOR CLOSERS:

Manufacturer	Model
Corbin & Russwin	SL72 – Unviersal
Dorma	7600 Series
Universal	A6525B
Corbin	120 Series
Corbin	110-4xSBL
Sargent	EN1250-P9

## SKYLIGHT:

Manufacturer	Model
Pecot's	#3232 Translucent

## DOORS:

Manufacturer	Model	Type
Fenestra	3070RH & LH	Metal Screen Door
Shop Made	Wood Screen Door	
Mesker Swingdor	3070RH & LH Series NP418	Hollow Metal – 18 Ga.

## VENTILATORS;

Manufacturer	Type/Model
Penn Turbine	Type S with Type 5 Base
Triangle Engineering Co.	Model JB16 with J3 Base

## PAPER HOLDERS:

Manufacturer	Model
Bradley	5053

## MASONRY VENTS:

Superb Extruded Aluminum Stock # 168

## MIRROR, STAINLESS STEEL

Manufacturer	Model
Bradley	748 – 24"W x 24"H
Bradley	470 – 16"W x 30"H

## SOAP DISH:

Manufacturer	Model
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Bradley 900

SEATS, SHOWER:

Manufacturer	Model
Bradley	9565 and 9566

SEATS, SHOWER:

Manufacturer	Model
Centoco	#500
Centoco	#1200

## TECHNICAL PROVISIONS

### ELECTRICAL

#### PART 4 – ELECTRICAL

**TP-4.1 GENERAL.** The repair/replacement of electrical items shall be in accordance with the current edition of the National Electrical Code Handbook (NEC) and any applicable state or local codes. Any damage to fixtures, walls, mounting brackets, etc. shall be repaired/repainted to same or better condition as prior to repair. All work shall be completed in a skilled, professional manner. Repair parts and replacement items shall be new condition and unused and shall be same manufacture, model, color, etc., as existing items or equal. All “or equal” items will be approved by the COR before purchase and use. Exhibit 1 of this schedule lists the various electrical parts/items currently in use a the project. The contractor is responsible for disposing of replaced items in accordance with TP-1.4d. All work shall be inspected and tested for proper operation in accordance with manufacturer recommendations and standard industry practice.

**TP-4.2 WORK TO BE PERFORMED.** Items of work are listed below and are shown in the Bid Schedule C, Section 3, Electrical.

**TP-4.3 SERVICE CALLS.** The contractor shall perform minor repairs as specified in the delivery order. These repairs will require a maximum of two hours labor on-site at a specified park, resident office, or other single location. The contractor shall provide one skilled electrician, as required to perform the specified repair. The deliver order will specify the nature of the repair and the estimated cost of repair parts where know. The contractor will be reimbursed the retail invoice costs of repair parts used in the work. The contractor shall inspect the site, determine necessary repairs, and notify the COR for approval of repair parts costs which exceed the delivery order estimate prior to making the repairs. Necessary expendable supplies common to the trade, such as, but not limited to, wire nuts, electrician’s tape for wire splices, etc, shall be included in the bid price for the service call.

Payment for the Services Call shall include all personnel, travel time, transportation vehicles, tools, administrative costs, materials handling costs, trips to obtain parts, and overhead and profit. Parts will be reimbursed at retail invoice cost under the bid item for materials cost. The original invoice shall be submitted for reimbursement when requested. For reimbursable items, the contractor shall procure the items on a competitive basis or provide justification if there is a lack of competition. Transportation expense variations should be considered in preparing bids.

The following are examples of jobs, which may be considered under the description of service calls. These work items include, but are not limited to, the following:

1. Inspect photo cell and test for proper operation. Replace photo cell if required.
2. Repair/replace light fixture. Inspect light fixture, wiring, switches, ballast, etc., and repair or replace as required.
3. Replace circuit breakers. Inspect, test, and repair or replace circuit breaker if faulty.
4. Repair/replace pole mounted security light. See paragraph 2.
5. Repair air conditioner/heater (excludes compressor, refrigeration system). Inspect, test, clean, lubricate, service and perform necessary repairs in accordance with manufacturer’s recommendations.
6. Repair electrical wiring. Inspect and perform necessary repairs.
7. Repair/replace motors. Inspect, perform maintenance, repair or replace as required.
8. Repair/replace timers. Inspect, repair or replace as required.
9. Repair/replace thermostats. Inspect, adjust, repair or replace as required.
10. Repair/replace control boxes. Inspect, test, repair or replace as required.

TP-4.4 TASK ITEMS. Items of work that can be identified, described and normally accomplished during normal work hours. A firm fixed bid price will be given for each of these task items;

1. Cable splicing – buried cable of various sizes.

Cable damaged by a backhoe, trencher, etc., shall have the damaged section removed, if required, and a new cable spliced in with the same size and type wire (typically the new wire will not exceed 4 feet in length). The splice termination shall consist of barrel connectors sized for the wire and crimped twice at each wire end or split bolt connectors, and an approved direct burial seal consisting of an epoxy casting kit (S/E 3M Scotchcast 85-14) installed per manufacturer's directions. All costs for trenching and backfill required for this job will be included in this it.

2. Replace circuit breaker, various sizes.

The contractor shall perform a simple operational test to determine that the circuit breaker is electrically closed as a switch and the branch circuit is operational. Replace circuit breaker if faulty. All breakers shall be Cutler Hammer brand or equal and correct model to fit existing fixtures. Breaker sizes are listed in Exhibit 1.

3. Replace receptacles, various sizes.

Remove existing receptacle and replace with new receptacle of same size, model and rating. Test for proper operation.

4. Replace Hand Dryer in toilet

Remove existing hand dryer. Install new hand dryer with World Dryer Corp. WA 246, or equal, in accordance with the manufacturer's recommendations. Test for proper operation.

5. Replace camper pedestal.

Remove existing camper electric pedestal or post with outlet box and replace with Midwest, Model No. U041GP6, or equal. Unit shall be complete with required breakers and receptacles. Install in accordance with the manufacturer's recommendations.

6. Light bulbs, fixture, and PE Cells: These items will be replaced with the Model # stated in Exhibit 1.

7. Trenching (Electric lines)

Furnish all labor, tools, materials, and equipment to excavate and backfill the trench in accordance with the electrical trench detail. Exhibit 3. Materials shall include all bedding, marking tape, and backfill.

8. Replace underground electrical wiring.

Furnish all labor, tools, materials, splice kits and equipment to replace Type USE copper wiring in the excavated trench in accordance with the electrical trenching detail. The wire sizes shall be shown in the bid schedule.

Exhibit 1  
REQUIREMENTS CONTRACT SPECIFICATIONS  
Millwood Tri-Lakes  
Brand Names and Model Numbers

Items at toilets

ELECTRICAL

TIMER SWITCH:

Tyne	Manufacturer	Model
Photo Controll Tork		B2003
Photo Control Tork		2101

HAND DRYER:

Manufacturer	Model
American Specialties	Made in Canada
Auto Matik	Made in Canada
World	RA-5
World Dryer Corp	WA246
Bradley	2901
Bobrick	B-700
World Dryer	No-Touch
World	NT246
Excel	76-C

EXHAUST FAN:

Manufacturer	Model
Cook	120W10D
General Resource Corp	WCX8D
Cook	100W10DE
CHELSEA	WDC105CAV
Dayton	4C719 w/H-Moss 200 motion switching
Ammerman	WCX9D

## LIGHT FIXTURES:

Manufacturer	Model
Kenall	3663 (Replace w/Lithonia Hi-Tek VR1)

## ITEMS IN CAMP AREAS, PICNIC SHELTERS, AND AT GATE ATTENDANT AREAS

## CAMPER PEDESTALS

Manufacturer	Model
Midwest	U041GP6
Midwest	P41CG
Midwest	Cat# U075CP6010, 100 amps, 120/240, 1 phase

## WIRE SIZES/TYPES

Type	Size
------	------

USE, Service, Underground 1/0, No. 6, Stranded
No. 10 Non-Stranded

Splice kits for above wire

3M Scotchcast No. 85-14 and Split Bolt Connectors

## ITEMS IN GATE HOUSES

Receptacles, Duplex, 20 Amp 110 Volt  
 Switch, Toggle 110 Volt  
 Light Fixture, Fluorescent, 2-8' bulbs

EXHIBIT 1  
 CONTRACTOR RECOMMENDED PARTS LIST  
 MILLWOOD-TRI LAKES – 1996  
 REQUIREMENTS CONTRACT SPECIFICATIONS  
 ELECTRICAL

1. All appropriate tools to perform routine minor maintenance and repairs to electrical systems.
2. A miscellaneous supply of conduit, fittings, electrical wiring, connectors, splice kits, and electrical tape to make minor repairs to existing electric lines.
3. A miscellaneous supply of circuit breakers of various sizes as listed in Exhibit 1.
4. Replacement bulbs of various sizes for security lights.
5. Photocells

TECHNICAL PROVISIONS  
 PLUMBING AND SEPTIC SYSTEM MAINTENANCE

## PART 5 – PLUMBING

TP – 5.1 GENERAL. Except as otherwise specified herein, the contractor shall provide all personnel, materials, supplies, tools, parts, equipment, and vehicles necessary to perform the services required for the operation, maintenance and repair of the following:

- a. Potable Water and Sewage System. These items consist of all plumbing and potable water and sewage systems contained within the recreational areas located at the project, including the Resident Office/Visitor Center, maintenance compound and storage areas. This includes, but is not limited to such items and systems as distribution systems, restrooms, campsite water hookups, drinking fountains, faucets, dump stations, and sewage/septic systems. Any time an entry for repairs or replacement is made into a potable water system, sterilization procedures as outlined by the State of Arkansas shall be followed.
- b. Workmanship. All work and installation of water supply equipment and sewer line equipment and parts shall conform to the requirements, as applicable, of the National Standard Plumbing Code, National Plumbing Code, Arkansas Department of Health, Environmental Protection Agency, and in accordance with the approved recommendations of the manufacturer.

TP- 5.2 WORK TO BE PERFORMED. The contractor shall provide those services required to keep all plumbing and septic facilities maintained in a safe and efficient manner. These services shall be accomplished in a professional manner. These services shall include but are not limited to tests, reports, inspections, adjustments, cleaning, repair, and/or replacement. All work performed shall be paid for either as a task item firm bid price or on a service call. After performing repair or maintenance services to any plumbing or septic system, contractor shall use whatever means necessary to test and/or check for proper operation of the part or system before leaving the job site. It is the contractor's responsibility to remove from government property and properly dispose of all "worn-out", "scrap", or unused materials and supplies which may result from performing work under this contract. These items may include, but are not limited to, used water heaters, water lines, septic tanks, valves, faucets, urinals, and commodes. Exhibit 1 lists the brand names and model numbers of existing facilities which the contractor shall be responsible for providing as a part of the unit price submitted for each task item. Exhibit 2 lists the recommended parts, which the contractor should have readily available on his/her vehicle before going to the job site for task or service call items. The various types of services are as follows:

TP – 5.3 SERVICE CALL ITEMS. A normal service call includes items of work that cannot be definitely identified. An Emergency Service Call requires performance after normal work hours or on weekends or holidays. Service call items, whether normal or emergency, should be able to be completed in two hours or less at the job site. Payment will be for the service call at the job site plus reimbursement for the retail invoice price for any parts required. The original invoice shall be submitted for reimbursement when requested. No payment will be made for expendable supplies such as pipe joint sealer, tape, washers, solder, flux, etc.

The following are examples of jobs, which may be considered under the description of service calls. These work items include, but are not limited to, the following:

1. Unplug water drain in restroom.  
Unplug drain by whatever means is necessary (plunge, mechanical, and/or removal of the fixture) to remove the obstruction. After removal of the obstruction, a determination should be made that the drain is properly functioning.
2. Unplug sewer drain in restroom.  
Use procedures as above in paragraph 1.
3. Unplug sewer drain at dump station.  
Use procedures as above in paragraph 1.
4. Repair water line underground.  
Excavate specified area. Determine extent of damage and make necessary repairs. Check the line for leaks and backfill the excavated area with suitable material.
5. Repair water heater.  
Conduct tests necessary to identify problem. Replace the element(s) and/or thermostat, as necessary, with similar or equal parts. Make necessary adjustments and check heater and piping for leaks and proper operation.
6. Replace dump station filler hose.  
Determine size and type of hose required. Replace with similar and equal hose and check system for leaks and proper operation.
7. Repair drinking fountain.  
Conduct tests necessary to identify problem. Clean drains/traps, if needed. Replace bubbler, bowl, valve, pipe, tube, faucet, etc. as determined by tests. Check system for leaks and proper operation.
8. Repair commode/urinal flush valves.  
Conduct tests necessary to identify problem. Make repairs as determined by tests. Check system for leaks and proper operation.
9. Repair sink/shower valves/faucets.

Use same procedures as in paragraph 8 above.

10. Adjust cold water mixing valve.

Adjust mixing valve as necessary to maintain temperature range of 96-105 degrees F.

TP-5.4 TASK ITEMS. Items of work that can be identified, described and normally accomplished during normal work hours. A firm fixed bid price will be given for each of these task items:

1. Trenching and Backfilling (Water lines).

Furnish all labor, tools, and equipment to excavate and backfill a trench as necessary to provide 24 inches of cover over top of pipe and a minimum width of 6 inches.

2. Unplug diverter box to septic tank or holding tanks.

Unplug diverter box by whatever means necessary to remove the obstruction. Change tile in diverter box, if required. Check system for leaks and proper operation.

3. Replace valve/faucet (sink and shower)

Remove existing fixture. Install similar or equal fixture in accordance with manufacturer's recommendations. Check system for leaks and proper operation.

4. Replace push button valve.

Use same procedure as in paragraph 5 above.

5. Replace urinal or stool valve.

Use same procedure as in paragraph 5 above.

6. Replace water mixing valve (sinks and showers)

Remove existing valve and replace with similar and equal valve. Check system for leaks and adjust valve as necessary to maintain temperature range of 96-105 degrees F.

7. Replace toilet stool (commode)

Use same procedure as in paragraph 5 above.

8. Replace urinal (waterborne)

Use same procedure as in paragraph 5 above.

9. Replace riser (vault toilets)

Remove existing fixture. Install similar or equal fixture in accordance with manufacturer's recommendations. Check for proper fit and operation.

10. Replace Sump Pumps and Lift Station Pumps. These pumps will be replaced with like make and model.

11. Replace water line (underground) PVC ¾" – 2" pipe.

Excavate existing line, remove damaged lengths and replace with similar or equal pipe and fittings. Before backfilling begins the repaired section shall be tested for leaks and proper operation. Pipe shall be bedded in 3 inches of rock free (no rocks over 1 inch in diameter) soil on all four sides. The remainder of the trench is to be filled with material containing no rocks larger than 2 inches in diameter and compacted in lifts. Trenching is covered in paragraph 1.

12. Replace water line (underground) PVC over 2" – 4" pipe.

Use same procedure used in paragraph 5 above.

13. Repair water line above ground.

Locate source of leak in water line, determine extent of damages and make necessary repairs. After repairing, check line for additional leaks and assure proper operation. It is anticipated that most of these type leaks will occur in the interior or pipe chase areas of shower and toilet buildings.

14. Replace water heater.

Remove existing heater. Install similar or equal water heater with the same capacity rating and power requirements. Check for leaks and proper operation.

15. Replace drinking fountain.

Remove damaged or faulty drinking fountain and replace with new fixture in accordance with manufacturer's recommendations. Inspect and test new fountain for leaks and proper operation.

16. Replace bubbler on drinking fountain.

Remove damaged or faulty hydrant and replace with new fixture in accordance with manufacturer's recommendations. Inspect and test new hydrant for leaks and proper operation.

17. Replace freeze proof water hydrant.

Remove damaged or faulty hydrant and replace with new fixture in accordance with manufacturer's recommendations. Inspect and test new hydrant for leaks and proper operation.

18. Replace trailer dump station water tower.

Remove damaged or faulty tower and replace with similar or equal fixture in accordance with manufacturer's recommendations. Check for leaks and proper operation.

MILLWOOD-TRI LAKES  
Brand Names and Model Numbers

PLUMBING  
ITEMS AT TOILETS

COMMODE:

	Valve Manufacturer	
Manufacturer	Model	/Model
American Standard	2500.015	Sloan Royal 152YV
American Standard	F2488	Sloan Royal 152 YV
Eljer Watersaver	111-1115	Sloan Royal 110.3
Eljer Wall Hung	111-1425	Sloan Royal 152YV
Eljer Watersaver	111-1245	Sloan Royal 110.3
Kohler	K4268-ET	Sloan Royal 110-3
Kohler	4432-ER	Sloan Royal 152 ES-S
Kohler	K3528-EB	Tank Type
Kohler	K4262-ET	Sloan Royal 110-3
Kohler-Kingston	K4432-ER	Sloan Royal 152ES
Kohler-Kingston	K4432-ER	Sloan Royal 144
Monogram	2325	Dry

URINAL:

	Valve Manufacturer	
Manufacturer	Model	/Model
Eljer	161-1100	Sloan Royal 180
Kohler	K-5007-T	Sloan 195-ES-S
Kohler	K4960-T	Sloan 195-11-ES-S
Kohler	K5014-T	Sloan 180
Kohler-Derry	K-5007-T	Sloan Royal 108
Kohler	K5007-T	Sloan Royal 190
Kohler	K-4960-R	Sloan Royal 195-ES-S
American Standard	F6545	Sloan Royal 190YV
Kohler	K4960	Sloan Royal 195-11-ES-S
American Standard	6545.016	Sloan Royal 190YV
Crane	Sanitor 18"	Dry

WATER HEATER:

Manufacturer	Model
Vaughn	SIZO SR-2 HX20DW

LAVATORY:

	Valve Manufacturer	
Manufacturer	Model	/Model
Kohler	K12636	Sloan
Kohler	K-2030	Kohler K7443T
Kohler-Jamestown	K-2053	Bradley 90-75 Metering
Eljer-Wheelchair	051-2964	559-2550 Centerset
Eljer-Wheelchair	051-2964	Eljer 559-2300
Kohler	K-12636	Kohler K13335
Eljer-Delwyn	051-1644	Eljer 559-2350
Kohler-Morningside	K-12636	Bradley #900
Eljer-Delwyn	051-1644	Chicagp #807 Centerset
Kohler-Jamestown	K-2054	Bradley #900
American Standard	0350.132	Single Faucet 2279.016
Kohler	K12636	Bradley #900
Kohler-Jamestown	K-2054	Bradley 90-75 Metering
Kohler	K-5024	Bradley #900
Kohler-Morningside	K-12636	Bradley 90-75 Metering



**SHOWERS:**

Manufacturer	Model	Valve Manufacturer /Model
Sloan	ACV-600	Sloan AC^t58 Head/Crown Valve
Sloan	ACV-600	Sloan AC-450 Head/Crown Valve
Sloan	AC-185-B	Sloan AC^50 Head/Crown Valve
Sloan	ACV-600	Sloan AC-450A Head/Crown Valve

**DRINKING FOUNTAIN (SELF CONTAINED):**

Manufacturer	Model
Williams	Freeze Proof Valve System
Woodford	25 Auto Draining
Halsey Taylor	5907-AC
Halsey Taylor	5905-AC Frost Proof
Woodford	14C
Haws (bowl and valve)	3410
Haws (self closing faucet With hose threads)	6250

**SUMP PUMPS**

Goulds Effluent, 2 hp, 3 phase, 460 volts

**ITEMS IN PARK****TRAILER DUMP STATION:****WATER TOWER:**

Manufacturer	Model
Romort Manufacturing Co.	S-1-3/8

**HYDRANTS:**

Manufacturer	Model
Modern Kelly Corp.	(Polaris Industries) MK 6B
Modern Kelly Corp.	(Polaris Industries) MK 5
Watts	¾" Hose Bibb

**GATE VALVES** – All gate valves shall be Watts brand or equal. Sizes are as follows: ¾", 1", 1 ¼", 1 ½", 2", 3", 4"

**BALL VALVES** – All ball valves shall be Watts brand or equal. Sizes are as follows: 1", 2", 2 ½"

**EXHIBIT 2  
CONTRACTOR RECOMMENDED PARTS LIST  
MILLWOOD-TRI LAKES  
PLUMBING AND SEPTIC SYSTEM MAINTENANCE**

1. All appropriate tools to perform routine minor maintenance and repairs to plumbing facilities.
2. A miscellaneous supply of PVC and galvanized fittings, unions, and elbow of various angles and sizes needed to make minor repairs to existing water lines.
3. A miscellaneous supply of washers and seals to repair existing fixtures.
4. Complete repair kit for Sloan, Watts, and Crown/Navel valves listed in Exhibit 1.
5. A complete repair kit for trailer dump station Romort model water tower.

**TECHNICAL PROVISIONS  
EQUIPMENT RENTAL**

TP-6.1 General. The contractor shall make available for rental to the Government, either singly or in multiples, the equipment listed below, complete with operator.

TP-6.2 EQUIPMENT CONDITION. All equipment will be in condition to render efficient, economical and continuous service. Failure of the equipment or operator to perform to the satisfaction of the COR will be sufficient cause for the removal of the equipment and/or operator from the job, or that the equipment or operator be replaced with those of satisfactory performance.

TP-6.3 EQUIPMENT INSPECTION. All equipment shall be inspected and approved by the COR prior to its use on the job. Equipment, which is not approved, shall be replaced or repaired at no cost to the Government, prior to commencing work.

TP-6.4 OPERATIONAL CONTROL. The Government shall have operational control and supervision of the work, including equipment utilization, work schedules, priorities, and temporary work suspension due to weather or other factors; however these conditions will in no way release the contractor nor his employees from the prevention of unsafe operation of equipment or liability from such actions.

TP-6.5 PERMITS/LIABILITY. The contractor shall be responsible for obtaining any necessary licenses and permits for transportation of equipment on public roads and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations that may apply to the equipment operations. The contractor shall also assume full responsibility for the safety of his employees, equipment and materials, and for any damage or injury done by or to them from any source, and he shall be similarly responsible for all damages to persons or property that occur as a result of negligent operations.

TP-6.6 SAFETY. The contractor will conduct operations on compliance with the current revision of Corps of Engineers Safety Manual EM 385-1-1.

TP-6.7 OPERATIONAL EXPENSES. The contractor shall bear all expenses of operation and repair. The contractor shall furnish, at the contractor's expense, all skilled and experienced operators, labor, fuel, and necessary equipment for transportation of fuel to equipment, including operators, appliances, and supplies, and bear all expenses incidental to the efficient operation of the equipment in connection with the work. The contractor shall be responsible for the cost of any and all repairs required for safe and continued equipment operation. If the job task requires several days rental and the contractor chooses to leave the equipment in the job site rather than transporting it to and from the contractor's storage yard, the contractor shall do so at the contractor's own risk, and the Government shall not be responsible for acts of nature and/or vandalism.

TP-6.7.1 SPECIFIED EQUIPMENT. The contractor shall deliver only those items of equipment specified, and no equipment shall be removed from the job unless approved by the COR, who may at any time release any piece of equipment or contractor's personnel when such is determined unnecessary or when the job is completed.

TP-6.8 PAYMENT. Payment for equipment rental shall be based on an hourly rental rate, with operator, for each individual unit of equipment. The job sites shall be at various locations around Millwood-Tri Lakes; therefore, rental rates will not begin until the equipment is delivered to the work area. All equipment capable of being equipped, and a log book kept current on a daily basis while the equipment is rented to the Government. Payment will be made for actual equipment operation time based upon the hour meter readings for actual equipment with hour meters. For equipment that cannot be equipped with an hour meter, the contractor will closely monitor actual equipment operation time using a watch or other time devise and also record this time of use in the log book. The hours of equipment utilization will be rounded to the nearest whole hour whenever an invoice for payment is submitted, i.e. 54 hours and 30 minutes, will be rounded to 54 hours and 54 hours and 31 minutes will be rounded to 55 hours. When circumstances warrant using one operator for two separate pieces of equipment; i.e., front-end loader and dump truck, payment for equipment operation will be based on actual operation time of each piece of equipment. Equipment will not be left idling when no in actual use so as to increase equipment operation time.

Equipment to be rented is as follows:

1. Dump truck, two and one-half (2-1/2) ton capacity single axle.
2. Dump truck, five-ton (5) capacity, double axle.
3. Backhoe, wheel type, hydraulic, with minimum six (6) foot dig depth, with interchangeable buckets to meet dig specifications, or tractor with backhoe attachment capable of meeting the minimum dig depth and bucket widths.
4. Tractor, wheeled type, hydraulic, w/box blade, minimum six (6) foot in length, with minimum twenty-four (24) PTO H.P.
5. Tractor, wheeled type, hydraulic, w/front end loader, minimum one-third (1/3) cubic yard capacity.
6. Tractor, wheeled type, hydraulic, w/auger, capable of digging 12" diameter and 3' deep hole.
7. Dozer, hydraulic, 6 way blade, minimum size 450
8. Track Hoe, hydraulic 30 ft. boom, crawler type.
9. Road Grader, hydraulic, rubber tire, minimum G12
10. Bucket Truck, hydraulic, minimum 50 ft. boom with certificate that it passes all safety regulation.
11. Concrete saw, minimum cut 6 inches

**TECHNICAL PROVISIONS  
TREE REMOVAL AND UNDERBRUSHING**

**SECTION A – TREE REMOVAL**

TP-7.1 GENERAL. The contractor will furnish all labor, tools, materials, and equipment to remove trees in accordance with the following specifications.

TP-7.2 MAP OF LOCATION OF TREES TO BE REMOVED. A map will be furnished for each work order showing size, type, and approximate location of trees to be removed, and each individual tree in the field shall be marked with vinyl flagging.

TP-7.3 TREE SIZE. Tree diameter will be determined by Government personnel at a height of 4 foot measurement height. Trees with a diameter larger than 30" shall be removed under a separate contract.

TP-7.4 DISPOSAL AND TREATMENT OF DOWNED TREE MATERIAL. The trunk and limb size 2 inches or larger in diameter will be cut into lengths of approximately 24 inches and stacked neatly for visitor use on site. Stacking if the wood may be done as near to the site of the marked tree as is practical provided it does not interfere with ongoing traffic, mowing, camper access, or similar activities associated with the park operations. Trunk and limb sections larger than 12 inches in diameter must be split into pieces having a diameter of no more than 2 inches in diameter, along with all foliage, will be loaded and hauled off of Government property, or may be shredded and chipped using a commercially manufactured brush chipper. The Government will designate ONE SPECIFIC LOCATION AT EACH LAKE PROJECT for disposal of chip residue only, and only from materials incurred as a result of this contract.

TP-7.5 STUMPS REMAINING AT SITE. The remaining stump will be ground with a commercially manufactured stump grinder below ground level.

TP-7.6 DEBRIS REMOVAL. All debris, trash, and foreign material resulting from Contractor's operations shall be removed from the area, and the job site shall be cleaned and restored to as near natural conditions as possible upon completion of job tasks.

TP-7.7 PROPERTY PROTECTION. Contractor will be responsible for damage to private and/or Government property and injury to any person as a result of his operations. The Contractor will notify the Contracting Officer's Representative immediately of any damage or injuries.

**TP – 7.8 SUPPLIES**

The Contractor must furnish all items required for the proper completion of the terms of this work. The Government will not furnish any supplies or materials for the accomplishment of the tree removal task.

**TP – 7.9 TIME FRAME FOR COMPLETION OF WORK ITEMS.**

Work performed as prescribed in this work item must be completed within a time frame not to exceed 10 calendar days upon notification and delivery of work order.

**SECTION B: UNDERBRUSH CLEARING**

TP – 7.10 UNDERBRUSH CLEARING. Woody growth is defined as trees, saplings, shrubs, bushes, vines, stumps and other types of woody vegetation. The Contractor shall be required to cut and remove all woody growth having a trunk or stem diameter of 3 inches or less at a height of 12 inches above ground level unless specifically excepted by Government personnel. Any desirable species of plant material which is not to be cut when underbrushing is done will be marked and/or flagged with vinyl ribbon.

TP – 7.11 HEIGHT OF CUT. Contractor must cut the woody growth at the ground level, leaving no stumps or stems protruding higher than 1 inch above ground level without damaging the desirable surrounding woody vegetation.

TP – 7.12 METHOD OF WORK. Hand tools and powered hand tools only will be used to perform clearing. This may include chainsaw and power brush cutters. In some locations a dozer may be used. If a dozer is used the contractor will smooth the ground and plant grass.

TP – 7.13 REMOVAL OF DEBRIS. Contractor shall dispose of all cut materials resulting from UNDERBRUSHING of Government property. However, if materials are shredded or chipped using a commercially manufactured brush chipper, the Government will designate ONE SPECIFIC LOCATION AT EACH LAKE PROJECT for disposal of chip residue only and only from materials incurred as a result of this contract.

TP- 7.14 CLEANUP OF WORK AREA. All debris, trash, and other foreign materials resulting from Contractor's operations shall be removed from the area and the job site shall be cleaned and restored to as near natural conditions as possible upon completion of this job task.

#### TECHNICAL PROVISIONS HERBICIDE

TP – 8.1 GENERAL. The Contractor shall furnish all supervision, labor, equipment, materials, and supplies in order to provide Herbicide services for Millwood Tri-Lakes Projects in accordance with the following specification.

TP – 8.2 MAP OF AREA FOR HERBICIDE APPLICATION. A map will be furnished for each work order showing the area that will have a herbicide application.

TP- 8.3 PROCEDURES. The Contractor shall furnish and apply liquid herbicide to areas shown on the map. Application will be in accordance with manufacturer's application and mixing rates for industrial and recreational use. Tree sprouts may require mechanical removal if chemicals are ineffective. It will be the responsibility of the Contractor to proceed or stop all operations due to rainfall or excessive moisture on foliage to assure that all vegetative growth has the proper and sufficient contact time to get an adequate kill. Contractor will be required to reapply herbicide to any vegetation in areas specified not killed due to this condition. Contractor may be required to use dye at the request of the Contracting Officer's Representative (COR).

TP – 8.4 HERBICIDE. All herbicides shall be approved in writing by the Authorized Representative of the Contracting Officer (ARCO). Herbicide will be liquid "Roundup" or equal for park areas. Herbicide shall have additive called OUST, or equal for park areas. The Contractor will use the 2 spray solution. "Arsenal", or equal shall be applied to the 20 foot section downstream of the "A" filter.

TP – 8.5 RESTRICTIONS. The Contractor, subcontractor, or employees applying or supervising the application of herbicides must have a current and valid State of Arkansas Commercial Herbicide License.

TP –8.6 EQUIPMENT. The Contractor or subcontractor shall furnish all equipment necessary to accomplish the work under this contract. All equipment used by the contractor or subcontractor is to be in good operating and mechanical condition and shall be maintained to remain in good condition.

TP –8.7 SAFETY. The Contractor shall comply with the applicable provisions of the Occupational Safety and Health Act (OSHA) in addition to the standards of the Corps of Engineers manual, EM 385-1-1, "Safety and Health Requirements Manual", EPA and any state laws.

TP – 8.8 HERBICIDE REPORTS. Contractor shall fill out completely and sign a herbicide usage report for each day and location of application.

TP-8.9 CONTAINER STORAGE AND DISPOSAL. Herbicide containers shall be stored and disposed of, off Government property in compliance with all federal, state, and municipal laws, codes, and regulations.

TP – 8.10 CLOTHING AND PUBLIC RELATIONS. All contractor personnel shall be fully clothed, at all times with all the safety equipment that is required by federal, state, and local laws while performing herbicide application. Contractor personnel shall utilize tact, diplomacy and courtesy at all times during contact with the public and Corps employees.

TP-8.11 MEASUREMENT AND PAYMENT. Payment will be made at the contract unit price and payment thereof shall constitute full compensation for furnishing all labor, materials, tools, and incidentals as necessary to complete the work as specified.

#### TECHNICAL PROVISIONS GABIONS

#### PART 9 GALVINIZED GABION

TP – 9.1 GENERAL. The work under this specification includes assembling, filling, and tying open wire mesh rectangular compartmented gabions placed on a prepared surface by the contractor, established in the field by the Contracting Officer Representative (COR).

TP – 9.2 DESCRIPTION. Gabion units shall consist of compartmented rectangular basked containers filled with stone. The required sizes of the gabion units are 6' long by 3' wide by 3' deep, 9' long by 3' wide by 3' deep, 6' long by 3' wide by 1.5' deep, 9' long by 3' wide by 1.5' deep, 9' long by 6' wide by 6' deep, and 12' long by 6' wide by 6' deep. Gabions and gabion mattresses will metallic coated wire for spiral binders, lacing wire, and stiffeners used to assemble the product.

TP-9.3 FABRICATION: Gabions shall be fabricated in such a manner that the base, sides, lids, ends, and diaphragms can be assembled at the construction site into a rectangular unit of the specified size. Where the length of the gabion exceeds its width, the gabion shall be divided by diaphragms into cells of equal length.

Preformed steel wire spiral binders with a 3" pitch are used to assemble and interconnect empty gabions and shall meet the same specifications as the wire used in the mesh.

After assembly, the individual gabion units are interconnected to each other as per manufacturer's instructions and then filled with clean, hard stone from 4"-8" in diameter. The lids are then closed and joined to the top edges of the individual gabions and diaphragms. The use of expedient clips or hog rings for this purpose is not permitted. Twist ties may be used in lieu of lacing wire for forming individual baskets and joining empty baskets together. The connection shall be accomplished by turning the twist tie through 1-1/2 turns. The use of twist ties for final lid closure must be approved by the Contracting Officer. In order to receive approval, the Contractor shall demonstrate that the lids and panels meet closely without gaps and that they twist ties will provide a tight joint at all panels and diaphragms. Lacing wire can be used in lieu of spiral binders in the lid closing operations.

#### TECHNICAL PROVISIONS BUOYS

#### PART 10. REMOVAL AND INSTALLATION OF BUOYS

TP – 10.1 GENERAL. The work under this specification includes removal of old regulatory buoys (mid channel) that have broken loose from their anchor and installation of new regulatory buoys.

TP – 10.2 DESCRIPTION. Channel Markers (Buoys) will be 9" diameter ABS Type Nun and Can Types, Model – B1149R, Red and White Stripe, Swimming Area Buoys, Slow No Wake Buoys. Basketball Buoys for swimming beaches, and Capsule buoys around Control Tower and Spillway.

TP – 10.3 INSTALLATION. The Mid Channel, Swimming Area, and No Wake Buoys will be installed following these steps. Determine the depth of the water and cut 3/8" cable 10 feet longer than the depth of the water, this allows for a rise in the lake, attach cable to buoy and anchor using the proper cable clamps (2 ea on buoy and 2 ea. on anchor) also a thimble will be used on buoy and anchor. Anchor will be 24" diameter plastic culvert cut in 18" sections filled with concrete with a half inch round stock metal inserted into the concrete. Basketball and Capsules buoys will be attached to the existing cable.

#### TECHNICAL PROVISIONS ELEVATOR MAINTENANCE

TP – 11.1 General. The work under this specification includes a quarterly inspection of the elevator at Dierks, Gillham, and DeQueen Control Towers. The contractor will notify the Corps of Engineers the day prior to the inspection. All work will be performed by a State License Elevator Company. On emergency call out the contractor will have 24 hours to have a license repairman on the site.

## CLAUSES INCORPORATED BY FULL TEXT

### SITE VISIT DATE AND TIME (AUG 1989)

All bidders interested in viewing the work described in this solicitation are encouraged to be attend the Site Visit scheduled for Wednesday, 27 July 2005, 10:00 AM, at the Millwood Tri-Lakes Project Office, 1528 Highway 32 East , Ashdown, Arkansas 71822.

### PERIOD OF SERVICES

The period of performance shall commence on 01 October 2003, or date of award, whichever is later, and shall extend to 30 September 2004, unless extended pursuant to contract clause FAR 52.217-8 or FAR 52.217-9.

### CONTRACTING OFFICER FOR CONTRACTS

The Contracting Officer who signs this contract will be the primary Contracting Officer on this contract. However, any Contracting Officer assigned to the Little Rock District and acting within his or her authority, may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is away from the office.

### DESIGNATED BILLING OFFICE (AUG 1989)

Invoices shall be mailed to the USA Corps of Engineers (M-4) Finance Center, 5720 Integrity Drive, Millington, Tennessee 38054-5005, with a copy to the Contracting Officer's Representative. The Receiving Office shall forward a Receiving Report, to the Finance Center , within 10 days of final acceptance. Failure to submit as instructed could result in delay of payment.

### CONTRACT ADMINISTRATION (AUG 1989)

In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the Contracting Officer be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.

### ORDERING OFFICERS (LRD)(NOV 1997)

The Contractor will be provided written notice if Ordering Officer authority is given to anyone other than a Contracting Officer. Such notice will identify the Ordering Officer and limitations.

### REQUIRED INSURANCE (AUG 1989)

(a) Any successful offeror under this solicitation shall procure and maintain during the entire period of his performance under this contract the following minimum insurance.

(1) Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000 per occurrence. No property damage liability insurance is required (FAR 28.307.2(b)).

(2) Comprehensive vehicle liability insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage (FAR 28.30702(c)).

- (b) In connection with the above, see Contract Clause FAR 52.228-0005 for further instructions and proper procedures relative to the Contractor's insurance requirements.
- (c) The contractor is required to provide an original certificate of insurance to the COR prior to commencement of work under this contract.

#### TELEPHONE REQUIREMENT (AUG 1989)

Any successful bidder will be required to have a telephone in his or her home or place of business during the entire contract period, and the number of this telephone must be furnished to the Contracting Officer's Representative (COR). If an answering service is used, it must be checked daily and incoming calls returned within 24 hours.

#### INSTRUCTIONS BY CONTRACTING OFFICER (AUG 1989)

- (a) The Contractor will not accept any instructions issued by any person other than the Contracting Officer or the Contracting Officer's Representative (COR). If a COR is appointed, the appointment will be done by letter to the COR with the scope of the COR's authority set forth in the appointment letter. A copy of the appointment letter will be furnished to the Contractor.
- (b) No information other than that which may be contained in an authorized amendment to the purchase instrument duly issued by the Contracting Officer which may be received from any person employed by the U.S. Government or otherwise, will be considered as grounds for deviation from any stipulation of this purchase instrument or reference drawings and/or specifications.

#### SUBMISSION OF PAYROLL DATA IN SUPPORT OF NEGOTIATIONS FOR PRICE ADJUSTMENT (AUG 1989)

Contractor payrolls will be provided to the Contracting Officer as part of the supporting data that will be utilized by the Government when contract negotiations are conducted.

- (a) Under the "Changes" clause or
- (b) Under the "Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiyear and Option contracts)" clause (FAR 52.222-43). All payroll data submitted by the Contractor shall not be disclosed to anyone outside the Government.

#### WAGE DETERMINATION - U.S. DEPARTMENT OF LABOR (AUG 1989)

Minimum wage rates and fringe benefits to be paid by the Contractor to employees employed under this contract in applicable labor classifications are set forth in Section J attachment entitled Wage Determination - U.S. Department of Labor.

#### ESTIMATED QUANTITIES

The quantities of each item shown in the bidding schedule are estimated amounts only and are not guaranteed. The Contracting Officer (CO), may require more, or less, than the estimated number or services appearing in the bidding schedule. (Quantities are estimated for a normal year).

#### PRE-WORK CONFERENCE (JUL 1999)

Upon receipt of the notice of award of the contract, the successful contractor shall contact the Operations Manager to arrange a pre-work conference. The Operations Manager, as the Authorized Representative of the Contracting

Officer, will be available for instruction and advice to the contractor and to explain and amplify any particular contract requirement.

#### SECURITY CHECK (AUG 1989)

The Contractor shall provide a copy of Standard Form 85 (Data for Nonsensitive or Noncritical-Sensitive Positions), or their own application form with employee work history, for employees whose work requires unescorted access to critical facilities so that background inquiries may be made. Standard Form 85 may be obtained from the COR. The Contractor must provide a current list of employees to the Contracting Officer prior to beginning work under a contract resulting from this solicitation. The list shall be kept current.

#### BID OR PROPOSAL QUANTITIES (AUG 1989)

Bids or proposals for less than specified quantities of each item in Section B of the Schedule will not be considered, and failure to submit a unit price for each item where required in the Schedule will be considered as a material deviation from the requirements of the Solicitation, and the bid will be rejected.

#### CHANGES IN SERVICE REQUIREMENTS (AUG 1989)

Service requirements at any site are at all times subject to expansion, reduction, or possible cancellation. In the event a site should be designated for closure, the Contractor will be notified of this action 30 days prior to implementation of closure. Further contract services at a closed park will not be required and the bid item covering the site will be deleted from the contract.

#### CESWL-CT RATES FOR EQUIVALENT FEDERAL HIRES (AUG 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this solicitation incorporates a statement of Federal employee classes, incorporating wages paid and fringe benefits provided to each class. These Federal classes are comparable to the service employee classes expected to

be employed under the contract resulting from this acquisition. (The statement is for information only.)

Required Statement. Statement of Wage and Fringe Benefit Rates applicable to Federal General Schedule (Blue Collar) employees pursuant to 5 U.S.C. 5341. (For information only.)

(a) Contribution of 5.1 percent of basic hourly rate for health and insurance.

(b) Contribution of 7 percent of basic hourly rate for retirement.

(c) Ten paid holidays as follows:

New Year's Day

Martin Luther King, Jr.'s Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

(d) Paid annual leave (vacation) as follows:

(1) Two hours of annual leave each week for an employee with less than 3 years of service.

(2) Three hours of annual leave each week for each employee with 3 but less than 15 years of service.

(3) Four hours of annual leave each week for an employee with 15 or more years of service.



(e) Composite hourly rates that would be paid by the Government are:  
FOR INFORMATION ONLY:

CLASSIFICATION	EQUIVALENT GRADE	HOURLY RATE
Painter	WG-03	\$13.91
Carpenter	WG-02	\$13.14
Janitor	WG-02	\$13.14
Laborer	WG-02	\$13.14
Plumber	WG-09	\$18.04
Tractor Operator	WG-05	\$15.36
Truck Driver	WG-06	\$16.03

#### FINANCIAL AND TECHNICAL ABILITY (AUG 1989)

Except as otherwise provided in this paragraph the prospective contractor must:

- (a) Have adequate financial resources, or the ability to obtain such resources as required during perform of the contract.
- (b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments, commercial as well as governmental.
- (c) Have a satisfactory record of performance (contractors who are seriously deficient in current contract performance, when the number of contracts and the extent of deficiency of each are considered, shall in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor, be presumed to be unable to meet this requirement). Past unsatisfactory performance, due to failure to apply necessary tenacity or perseverance to do an acceptable job, shall be sufficient to justify a finding of nonresponsibility.
- (d) Have a satisfactory record of integrity.
- (e) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- (f) Have the necessary organization, experience, operational controls and technical skills, or the ability to obtain them (including where appropriate, such elements as production control system and quality assurance measures applicable to materials produced or services performed by the prospective contractor).
- (g) Have the necessary protection, construction, and technical equipment and facilities, or the ability to obtain them (refer to FAR 9.104.1)

#### 52.202-1 DEFINITIONS (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (1) The solicitation, or amended solicitation, provides a different definition;
  - (2) The contracting parties agree to a different definition;
  - (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;  
or
  - (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.
- (b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

## 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

## 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

## 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those

monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

#### 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

#### 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

- (i) The base fee established in the contract at the time of contract award;
  - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
- (4) For fixed-price-incentive contracts, the Government may--
- (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
  - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

#### 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

##### (a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or

negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.



(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

#### 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

#### 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

**52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)**

- (a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the in the Excluded Parties List System). The notice must include the following:
  - (1) The name of the subcontractor.
  - (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
  - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
  - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

**52.211-5 MATERIAL REQUIREMENTS (AUG 2000)**

- (a) Definitions.

As used in this clause--

New means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

Reconditioned means restored to the original normal operating condition by readjustments and material replacement.

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

Remanufactured means factory rebuilt to original specifications.

Virgin material means--

- (1) Previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or
- (2) Any undeveloped resource that is, or with new technology will become, a source of raw materials.
- (b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, reconditioned, or remanufactured, as defined in this clause.
- (c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.
- (e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2005)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by

calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

#### Addendum to 52.212-1

The following changes are hereby incorporated:

Para (a): The NAICS code for this solicitation is 561210. The size standard is \$30,000,000.

Para (b): Proposals will be submitted as follows:

#### **(WITH SOLICITATION NUMBER PRINTED ON THE OUTSIDE OF THE ENVELOPE)**

HANDCARRIED BIDS:	700 West Capitol, <b>Room 7018</b> Little Rock, AR 72201
U.S. POSTAL:	Little Rock District Corps of Engineers ( <b>CESWL-CT-S</b> ) PO Box 867 Little Rock, AR 72203-0867
DELIVERY SERVICE: (UPS, FED EX, ETC)	Little Rock District Corps of Engineers 700 W. Capitol, <b>Suite 7018</b> Little Rock, AR 72201

Para (c): The period of time for acceptance of offers is 90 days for this acquisition.

Para (d): Deleted.

Para (e): Deleted.

Para (h): Deleted.

Para (i): Deleted.

#### End of Addendum

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005) ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--



(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ( ) Are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

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Listed Countries of Origin

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(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.



## (2) Representation.

The Offeror represents that it-

\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

## 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

## 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

#### Addendum to 52.212-4

The following changes are hereby incorporated:

Para (h): Deleted.

Para (n): Deleted.

Para (o): Deleted.

Para (p): Deleted.

#### End of Addendum

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_X\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

     (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

     (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

     (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

     (ii) Alternate I (MAR 1999) to 52.219-5.

     (iii) Alternate II to (JUNE 2003) 52.219-5.

\_X\_ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

     (ii) Alternate I (OCT 1995) of 52.219-6.

     (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_X\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_(iii) Alternate II (OCT 2001) of 52.219-9.

\_X\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

\_X\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

\_\_\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

\_X\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

\_X\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

\_X\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_X\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

\_X\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_\_\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

\_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_X\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

\_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_X\_ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\_X\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

\_X\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_X\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.



**52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)**

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

**52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)**

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**52.214-5 SUBMISSION OF BIDS (MAR 1997)**

- (a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.
- (b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.
- (c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.
- (d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.
- (e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

**52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)**

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

**52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)**

- (a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

#### 52.214-10 CONTRACT AWARD--SEALED BIDDING (JUL 1990)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

**52.214-12 PREPARATION OF BIDS (APR 1984)**

- (a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.
- (b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (c) For each item offered, bidders shall (1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- (d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- (e) Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.
- (f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

**52.214-16 MINIMUM BID ACCEPTANCE PERIOD (APR 1984)**

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of 90 calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: \_\_\_\_\_ calendar days.

- (e) A bid allowing less than the Government's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

**52.214-26 AUDIT AND RECORDS--SEALED BIDDING. (OCT 1997)**

- (a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the modification; or
- (4) Performance of the modification.

(c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

#### 52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.

- (1) Based on adequate price competition;
- (2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
- (3) Set by law or regulation.

(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because

- (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.

(c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:

(1) the actual subcontract; or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made:

(1) the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) Except as prohibited by subdivision (d)(2)(ii) of this clause:

(i) an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if:

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if:

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid:

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

**52.214-28 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)**

(a) The requirements of paragraphs (b) and (c) of this clause shall:

(1) become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at (FAR) 48 CFR 15.403-4(a)(1); and

(2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.406-2 of the Federal Acquisition Regulation that, to the best of its knowledge and belief, the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

**52.214-29 ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

## 52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

## 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 October 2005, or date of award, whichever is later, through 30 September 2006, unless extended by exercise of option.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

## 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of \$15,000.00;
- (2) Any order for a combination of items in excess of \$50,000.00; or
- (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal

Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 days beyond contract expiration.

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to expiration of the contract.

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.



(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide

fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(f) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the

Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible

deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor,

Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

#### 52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

#### 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

## 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

## 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

## 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(g) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with

Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

#### 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(a) Definitions. As used in this clause--

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

- (4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.
- (5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

#### 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about--
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;



(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

#### 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094).

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

#### 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(h) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101.to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date,

that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

- (b) The contract price includes all applicable Federal, State, and local taxes and duties.
- (c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
- (d) The contract price shall be decreased by the amount of any after-relieved Federal tax.
- (e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
- (h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

#### 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

**52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

**52.232-11 EXTRAS (APR 1984)**

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

**52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)**

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

**52.232-17 INTEREST (JUNE 1996)**

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

#### 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

#### 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

#### 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.



(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

#### 52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims

shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Contracting Officer  
Little Rock District  
Corps of Engineers  
P.O. Box 867  
Little Rock, AR 72203-0867

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### 52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting

Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

#### 52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(i) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(2) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the

significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

#### Addendum to 52.236-13, Alt 1

Interim changes to EM 385-1-1 (as referenced in clause 52.236-13(c)), can be viewed at the following website: [http://www.hq.usace.army.mil/soh/hqusace\\_soh.htm](http://www.hq.usace.army.mil/soh/hqusace_soh.htm). When you get the website click on "changes to EM". It will be the contractors responsibility to view the changes posted.

#### End of Addendum

#### 52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

#### 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

#### 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

#### 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

#### 52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

## 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

- (a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.
- (b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

## 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004)

## (a) Definitions.

"Commercial item", has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

## (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

## 52.245-1 PROPERTY RECORDS (APR 1984)

The Government shall maintain the Government's official property records in connection with Government property under this contract. The Government Property clause is hereby modified by deleting the requirement for the

Contractor to maintain such records.

#### 52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (JUN 2003)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

#### 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.



(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

#### 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) of this section shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this section shall apply.

(d) Under paragraph (b) of this section, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

#### 52.246-20 WARRANTY OF SERVICES (MAY 2001)

(j) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

#### 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

#### 52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

#### CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

- (1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.  
 (2) Same sharing arrangement as the contract's profit or fee adjustment formula.  
 (3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract . . . . ., shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

#### 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.



(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

#### 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is

cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>  
<http://arnet.gov/far>

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>  
<http://arnet.gov/far>

#### 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

#### 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2004)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

- (1) In a management or supervisory capacity on this contract;
  - (2) On the board of directors of the Contractor;
  - (3) As a consultant, agent, or representative for the Contractor; or
  - (4) In any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract.
- (c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.
- (d) 10 U.S.C. 2408 provides that the Contractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly--
- (1) Employing a person under a prohibition specified in paragraph (b) of this clause; or
  - (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.
- (e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—
- (1) Suspension or debarment;
  - (2) Cancellation of the contract at no cost to the Government; or
  - (3) Termination of the contract for default.
- (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—
- (1) The person involved;
  - (2) The nature of the conviction and resultant sentence or punishment imposed;
  - (3) The reasons for the requested waiver; and
  - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (301) 809-4904.

#### 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

## 252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
  - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company Physical Street Address, City, State, and Zip Code.
  - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

## 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

### (a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.



252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

- (A) When there is a reasonable suspicion that an employee uses illegal drugs; or
- (B) When an employee has been involved in an accident or unsafe practice;
- (C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;
- (D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

#### 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

## 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)

(a) Definitions. As used in this clause--

(1) Component means an article, material, or supply incorporated directly into an end product.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired under this contract for public use.

(4) Foreign end product means an end product other than a domestic end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(6) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation. If the

Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

252.225-7012 Preference for Certain Domestic Commodities (JUN 2004)

(a) Definitions. As used in this clause--

(1) Component means any item supplied to the Government as part of an end product or of another component.

(2) End product means supplies delivered under a line item of this contract.

(3) United States means the 50 States, the District of Columbia, and outlying areas.

(4) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract--

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

#### 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

#### 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

#### 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

#### 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

-----  
(Official's Name)

-----  
(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD)  
(MAR 2000)

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items and Commercial Components clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

## EXHIBITS AND ATTACHMENTS

## LIST OF ATTACHMENTS

NO.	NAME	NUMBER OF PAGES	DATE
1.	Wage Determination No. 94 - 2235 REV (30)	8	6/14/2005
2.	Credit History, Work References, & Lobbying Forms	5	
3.	Maps (For informational purposes only and not to scale)	22	

\*\* ANY AMENDMENTS ISSUED TO THIS SOLICITATION AFFECTING THE CONTRACT WILL BE A PART OF THE RESULTANT CONTRACT, AND WILL BE LISTED ABOVE AT THE TIME OF AWARD.

END OF SECTION



WAGE DETERMINATION NO: 94-2235 REV (30) AREA: LA,SHREVEPORT

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2236

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W.Gross Division of  
Director Wage Determinations

Wage Determination No.: 1994-2235  
Revision No.: 30  
Date Of Revision: 06/14/2005

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States: Arkansas, Louisiana, Texas

Area: Arkansas Counties of Columbia, Hempstead, Howard, Lafayette, Little River,  
Miller, Nevada, Sevier  
Louisiana Parishes of Bienville, Bossier, Caddo, Claiborne, De Soto, East Carroll,  
Jackson, Lincoln, Madison, Morehouse, Ouachita, Red River, Richland, Union, Webster,  
West Carroll  
Texas Counties of Bowie, Camp, Cass, Cherokee, Franklin, Gregg, Harrison, Marion,  
Morris, Panola, Red River, Rusk, Titus, Upshur

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

## OCCUPATION CODE - TITLE

## MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.61
01012 - Accounting Clerk II	11.70
01013 - Accounting Clerk III	13.90
01014 - Accounting Clerk IV	15.41
01030 - Court Reporter	17.04
01050 - Dispatcher, Motor Vehicle	14.23
01060 - Document Preparation Clerk	9.65
01070 - Messenger (Courier)	8.91
01090 - Duplicating Machine Operator	9.65
01110 - Film/Tape Librarian	10.13
01115 - General Clerk I	8.66
01116 - General Clerk II	9.75
01117 - General Clerk III	11.14
01118 - General Clerk IV	12.38
01120 - Housing Referral Assistant	14.95
01131 - Key Entry Operator I	9.85
01132 - Key Entry Operator II	10.75
01191 - Order Clerk I	10.82
01192 - Order Clerk II	12.07
01261 - Personnel Assistant (Employment) I	11.35
01262 - Personnel Assistant (Employment) II	12.88
01263 - Personnel Assistant (Employment) III	13.97
01264 - Personnel Assistant (Employment) IV	15.66
01270 - Production Control Clerk	14.34
01290 - Rental Clerk	10.33
01300 - Scheduler, Maintenance	11.18
01311 - Secretary I	11.18
01312 - Secretary II	13.33
01313 - Secretary III	14.95
01314 - Secretary IV	16.58
01315 - Secretary V	18.40
01320 - Service Order Dispatcher	11.94
01341 - Stenographer I	13.10

01342 - Stenographer II	14.23
01400 - Supply Technician	16.58
01420 - Survey Worker (Interviewer)	12.63
01460 - Switchboard Operator-Receptionist	8.78
01510 - Test Examiner	13.33
01520 - Test Proctor	13.33
01531 - Travel Clerk I	10.67
01532 - Travel Clerk II	11.30
01533 - Travel Clerk III	11.25
01611 - Word Processor I	10.14
01612 - Word Processor II	12.52
01613 - Word Processor III	13.90
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.99
03041 - Computer Operator I	12.99
03042 - Computer Operator II	14.07
03043 - Computer Operator III	17.77
03044 - Computer Operator IV	19.00
03045 - Computer Operator V	20.73
03071 - Computer Programmer I (1)	17.14
03072 - Computer Programmer II (1)	19.87
03073 - Computer Programmer III (1)	26.47
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	24.82
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.99
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.01
05010 - Automotive Glass Installer	16.26
05040 - Automotive Worker	16.26
05070 - Electrician, Automotive	18.06
05100 - Mobile Equipment Servicer	14.83
05130 - Motor Equipment Metal Mechanic	19.01
05160 - Motor Equipment Metal Worker	16.26
05190 - Motor Vehicle Mechanic	19.01
05220 - Motor Vehicle Mechanic Helper	13.88
05250 - Motor Vehicle Upholstery Worker	15.97
05280 - Motor Vehicle Wrecker	16.26
05310 - Painter, Automotive	18.06
05340 - Radiator Repair Specialist	16.26
05370 - Tire Repairer	14.33
05400 - Transmission Repair Specialist	19.01
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.16
07010 - Baker	9.06
07041 - Cook I	7.55
07042 - Cook II	8.62
07070 - Dishwasher	6.65
07130 - Meat Cutter	12.47
07250 - Waiter/Waitress	7.17
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.06
09040 - Furniture Handler	11.41
09070 - Furniture Refinisher	18.06
09100 - Furniture Refinisher Helper	13.88
09110 - Furniture Repairer, Minor	15.97
09130 - Upholsterer	18.06
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.24
11060 - Elevator Operator	7.58
11090 - Gardener	11.17
11121 - House Keeping Aid I	6.67
11122 - House Keeping Aid II	7.94
11150 - Janitor	7.58
11210 - Laborer, Grounds Maintenance	8.50
11240 - Maid or Houseman	6.67

11270 - Pest Controller	12.05
11300 - Refuse Collector	7.81
11330 - Tractor Operator	10.38
11360 - Window Cleaner	8.17
12000 - Health Occupations	
12020 - Dental Assistant	10.93
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.22
12071 - Licensed Practical Nurse I	10.62
12072 - Licensed Practical Nurse II	11.93
12073 - Licensed Practical Nurse III	13.35
12100 - Medical Assistant	10.43
12130 - Medical Laboratory Technician	13.19
12160 - Medical Record Clerk	9.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.40
12222 - Nursing Assistant II	8.32
12223 - Nursing Assistant III	9.08
12224 - Nursing Assistant IV	10.18
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.01
12311 - Registered Nurse I	16.59
12312 - Registered Nurse II	21.70
12313 - Registered Nurse II, Specialist	23.29
12314 - Registered Nurse III	24.57
12315 - Registered Nurse III, Anesthetist	24.57
12316 - Registered Nurse IV	29.43
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.74
13011 - Exhibits Specialist I	16.05
13012 - Exhibits Specialist II	20.65
13013 - Exhibits Specialist III	22.47
13041 - Illustrator I	16.05
13042 - Illustrator II	20.65
13043 - Illustrator III	22.47
13047 - Librarian	19.65
13050 - Library Technician	11.73
13071 - Photographer I	12.26
13072 - Photographer II	14.59
13073 - Photographer III	18.77
13074 - Photographer IV	20.74
13075 - Photographer V	25.10
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.44
15030 - Counter Attendant	7.44
15040 - Dry Cleaner	8.80
15070 - Finisher, Flatwork, Machine	7.44
15090 - Presser, Hand	7.44
15100 - Presser, Machine, Drycleaning	7.44
15130 - Presser, Machine, Shirts	7.44
15160 - Presser, Machine, Wearing Apparel, Laundry	7.44
15190 - Sewing Machine Operator	9.32
15220 - Tailor	9.82
15250 - Washer, Machine	7.77
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.06
19040 - Tool and Die Maker	22.69
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.06
21020 - Material Coordinator	15.20
21030 - Material Expediter	15.20
21040 - Material Handling Laborer	11.80
21050 - Order Filler	10.14
21071 - Forklift Operator	13.22
21080 - Production Line Worker (Food Processing)	13.22
21100 - Shipping/Receiving Clerk	11.59
21130 - Shipping Packer	11.59
21140 - Store Worker I	9.97

21150 - Stock Clerk (Shell Stocker; Store Worker II)	13.00
21210 - Tools and Parts Attendant	13.22
21400 - Warehouse Specialist	13.22
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21.16
23040 - Aircraft Mechanic Helper	15.27
23050 - Aircraft Quality Control Inspector	21.97
23060 - Aircraft Servicer	17.57
23070 - Aircraft Worker	18.61
23100 - Appliance Mechanic	18.06
23120 - Bicycle Repairer	14.33
23125 - Cable Splicer	20.23
23130 - Carpenter, Maintenance	18.06
23140 - Carpet Layer	16.92
23160 - Electrician, Maintenance	20.75
23181 - Electronics Technician, Maintenance I	18.78
23182 - Electronics Technician, Maintenance II	22.31
23183 - Electronics Technician, Maintenance III	24.65
23260 - Fabric Worker	15.97
23290 - Fire Alarm System Mechanic	19.01
23310 - Fire Extinguisher Repairer	14.83
23340 - Fuel Distribution System Mechanic	19.01
23370 - General Maintenance Worker	16.26
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.01
23430 - Heavy Equipment Mechanic	19.01
23440 - Heavy Equipment Operator	19.01
23460 - Instrument Mechanic	19.01
23470 - Laborer	8.90
23500 - Locksmith	18.06
23530 - Machinery Maintenance Mechanic	19.12
23550 - Machinist, Maintenance	19.01
23580 - Maintenance Trades Helper	13.88
23640 - Millwright	19.01
23700 - Office Appliance Repairer	18.06
23740 - Painter, Aircraft	18.12
23760 - Painter, Maintenance	18.06
23790 - Pipefitter, Maintenance	20.57
23800 - Plumber, Maintenance	19.55
23820 - Pneudraulic Systems Mechanic	19.01
23850 - Rigger	19.01
23870 - Scale Mechanic	16.92
23890 - Sheet-Metal Worker, Maintenance	19.01
23910 - Small Engine Mechanic	16.92
23930 - Telecommunication Mechanic I	19.01
23931 - Telecommunication Mechanic II	19.97
23950 - Telephone Lineman	19.01
23960 - Welder, Combination, Maintenance	19.01
23965 - Well Driller	19.01
23970 - Woodcraft Worker	19.01
23980 - Woodworker	14.83
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.63
24580 - Child Care Center Clerk	10.76
24600 - Chore Aid	7.73
24630 - Homemaker	12.49
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.91
25040 - Sewage Plant Operator	19.87
25070 - Stationary Engineer	23.24
25190 - Ventilation Equipment Tender	14.26
25210 - Water Treatment Plant Operator	18.06
27000 - Protective Service Occupations	
(not set) - Police Officer	16.01
27004 - Alarm Monitor	9.86
27006 - Corrections Officer	13.06
27010 - Court Security Officer	14.66
27040 - Detention Officer	13.06

27070 - Firefighter	14.36
27101 - Guard I	9.43
27102 - Guard II	12.24
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.70
28020 - Hatch Tender	16.26
28030 - Line Handler	16.26
28040 - Stevedore I	15.33
28050 - Stevedore II	17.32
29000 - Technical Occupations	
21150 - Graphic Artist	18.90
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	15.61
29024 - Archeological Technician II	17.55
29025 - Archeological Technician III	21.68
29030 - Cartographic Technician	21.68
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.30
29040 - Civil Engineering Technician	20.65
29061 - Drafter I	12.49
29062 - Drafter II	14.16
29063 - Drafter III	16.85
29064 - Drafter IV	21.68
29081 - Engineering Technician I	11.06
29082 - Engineering Technician II	14.56
29083 - Engineering Technician III	17.92
29084 - Engineering Technician IV	21.49
29085 - Engineering Technician V	25.36
29086 - Engineering Technician VI	28.46
29090 - Environmental Technician	21.68
29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	18.99
29210 - Laboratory Technician	18.18
29240 - Mathematical Technician	22.84
29361 - Paralegal/Legal Assistant I	14.37
29362 - Paralegal/Legal Assistant II	17.87
29363 - Paralegal/Legal Assistant III	21.82
29364 - Paralegal/Legal Assistant IV	26.40
29390 - Photooptics Technician	21.68
29480 - Technical Writer	27.65
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	17.66
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.53
29622 - Weather Observer, Upper Air (3)	16.53
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	14.20
31260 - Parking and Lot Attendant	7.79
31290 - Shuttle Bus Driver	11.73
31300 - Taxi Driver	9.90
31361 - Truckdriver, Light Truck	11.62
31362 - Truckdriver, Medium Truck	15.53
31363 - Truckdriver, Heavy Truck	15.58
31364 - Truckdriver, Tractor-Trailer	15.58
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.26
99030 - Cashier	7.15
99041 - Carnival Equipment Operator	10.76
99042 - Carnival Equipment Repairer	11.59
99043 - Carnival Worker	7.88
99050 - Desk Clerk	7.91
99095 - Embalmer	17.93
99300 - Lifeguard	10.52

99310 - Mortician	17.82
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.24
99500 - Recreation Specialist	11.98
99510 - Recycling Worker	10.79
99610 - Sales Clerk	10.24
99620 - School Crossing Guard (Crosswalk Attendant)	8.15
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	17.37
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.52
99660 - Surveying Aide	11.32
99690 - Swimming Pool Operator	11.57
99720 - Vending Machine Attendant	10.78
99730 - Vending Machine Repairer	13.32
99740 - Vending Machine Repairer Helper	10.78

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



CONTRACTOR'S CREDIT INFORMATION SHEET

Contractor's Name \_\_\_\_\_

Solicitation No.     W9127S-05-B-0012

Job Description :    IDIQ Maintenance Services, Millwood Tri-Lakes Project Office

*It is requested that the following information be completed and submitted with your bid to expedite award in the event that you are the low responsive bidder.*

Banking Information

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Person to Contact \_\_\_\_\_

Telephone No. \_\_\_\_\_

Type of Account \_\_\_\_\_

(Checking and/or Savings)

Account No. \_\_\_\_\_

(Will be kept confidential)

Credit References

List three company credit references you have done business with recently.

1. Name and Address \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

Point of Contact \_\_\_\_\_

2. Name and Address \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

Point of Contact \_\_\_\_\_

3. Name and Address \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

Point of Contact \_\_\_\_\_

CONTRACTOR'S WORK INFORMATION SHEET

Contractor's Name \_\_\_\_\_

Solicitation No. W9127S-05-B-0012

Job Description : IDIQ Maintenance Services, Millwood Tri-Lakes Project Office

*It is requested that the following information be completed and submitted with your bid to expedite award in the event that you are the low responsive bidder.*

How long have you been in business? \_\_\_\_\_

Have you performed the type of work described in the solicitation previously? YES NO (circle one) If yes, please fill out the following information:

Company Name/Address \_\_\_\_\_

\_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone No. \_\_\_\_\_

Other Work References

List three work references you have done business with during the past three years.

1. Name/Address \_\_\_\_\_

\_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone No. \_\_\_\_\_

2. Name/Address \_\_\_\_\_

\_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone No. \_\_\_\_\_

3. Name/Address \_\_\_\_\_

\_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone No. \_\_\_\_\_

Have you ever contracted with any other Government agency? Yes No  
If yes, please fill out the information below.

Agency Name \_\_\_\_\_

Address \_\_\_\_\_

Contract Number \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone No. \_\_\_\_\_

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by  
OM  
0348-0046

[illegible]

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individuals(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by  
OM  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_



US Army Corps  
of Engineers  
Little Rock District

# LEGEND

- Gate
- Gate House
- Telephone
- Picnic Site
- Picnic Shelter
- Camp / Picnic Area
- Tent Site
- Campsite with Electricity
- Campsite without Electricity
- Drinking Fountain
- Water Hydrant
- Well
- Vault Toilet
- Restroom
- Toilet & Showers
- Trash Containers
- Dump Station
- Info Board
- Playground
- Amphitheater
- Boat Ramp
- Courtesy Dock
- Honor Vault
- Fish Cleaning Station

## MILLWOOD LAKE

River Run East Park

32

## BEARD'S LAKE PARK

Private Property

Beard's Lake

Private Property

Fence

Fishing Pier

\$

1

2

3

4

5





**US Army Corps  
of Engineers**  
Little Rock District

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- Boat Ramp
- Courtesy Dock
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- Fish Cleaning Station

## MILLWOOD LAKE

Millwood Dam

Spillway  
Fishing  
Steps

Little  
River

## RIVER RUN EAST PARK

## RIVER RUN WEST PARK

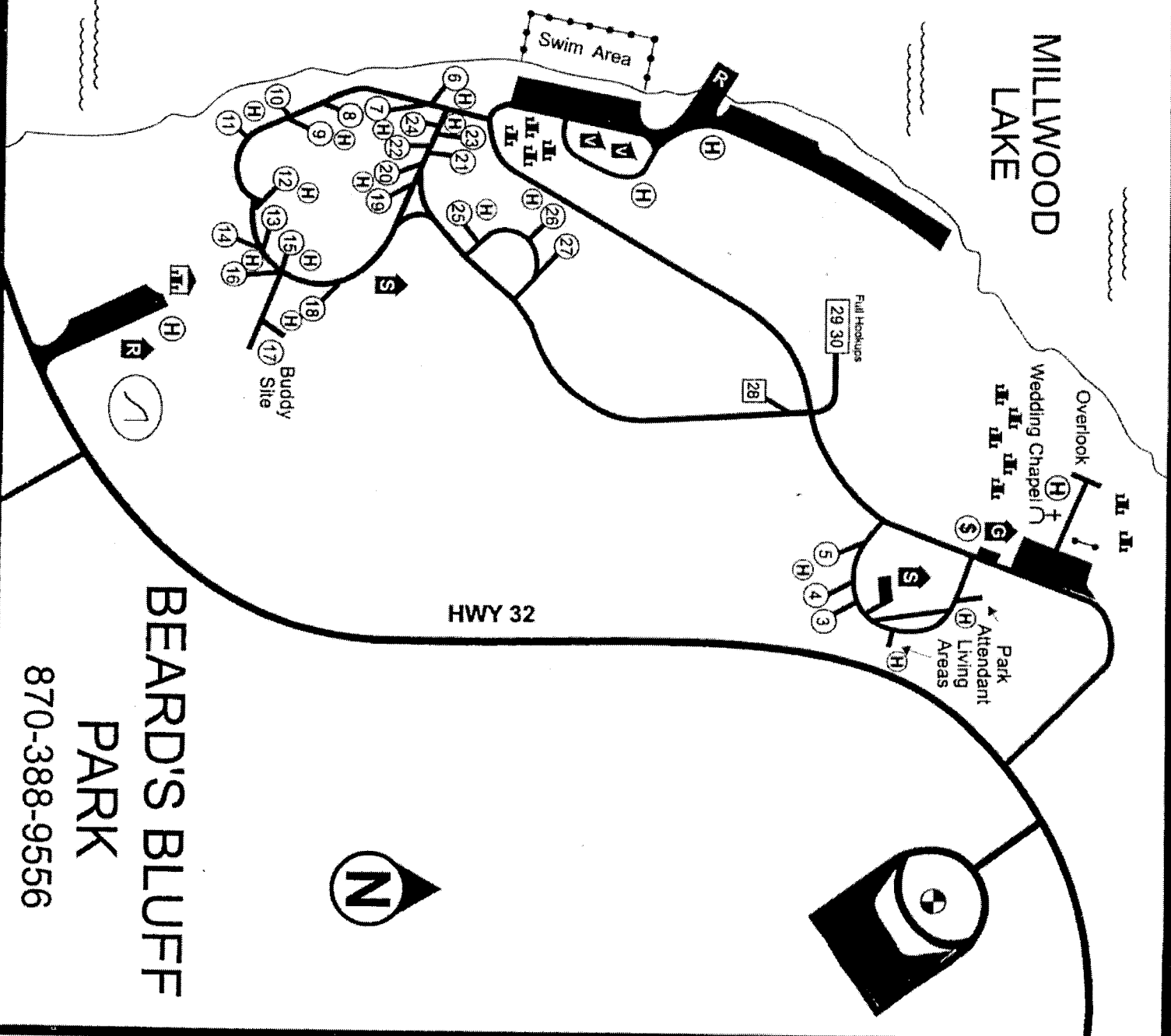




**US Army Corps  
of Engineers®**  
Little Rock District

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- Boat Ramp
- Courtesy Dock
- Honor Vault
- Fish Cleaning Station



870-388-9556



MILLWOOD LAKE



RAMP



PARKING



OKAY

LEVEE

OKAY

LANDING



US Army Corps  
of Engineers®  
Little Rock District



Vault Toilet



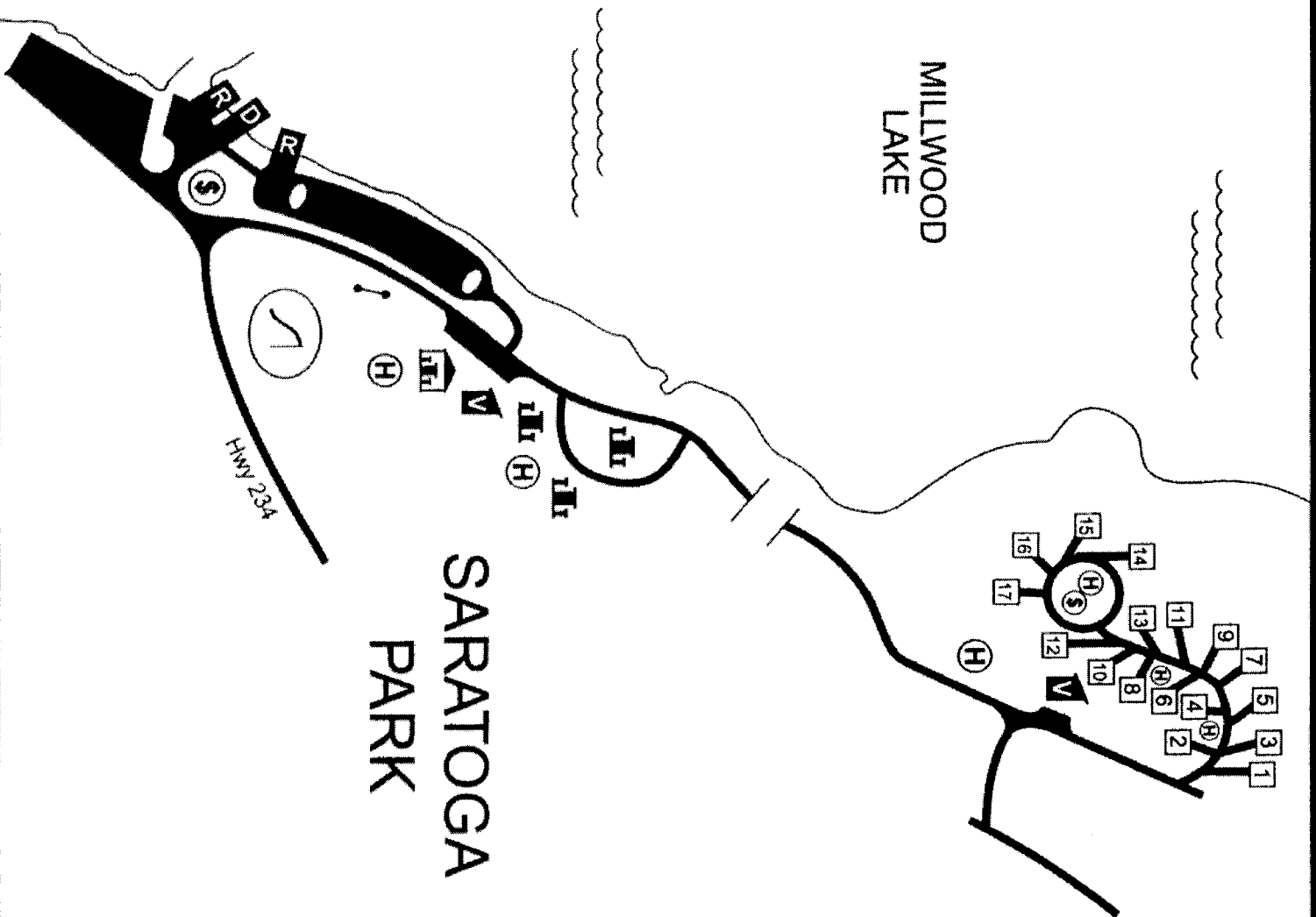
Honor Vault



**US Army Corps  
of Engineers®**  
Little Rock District

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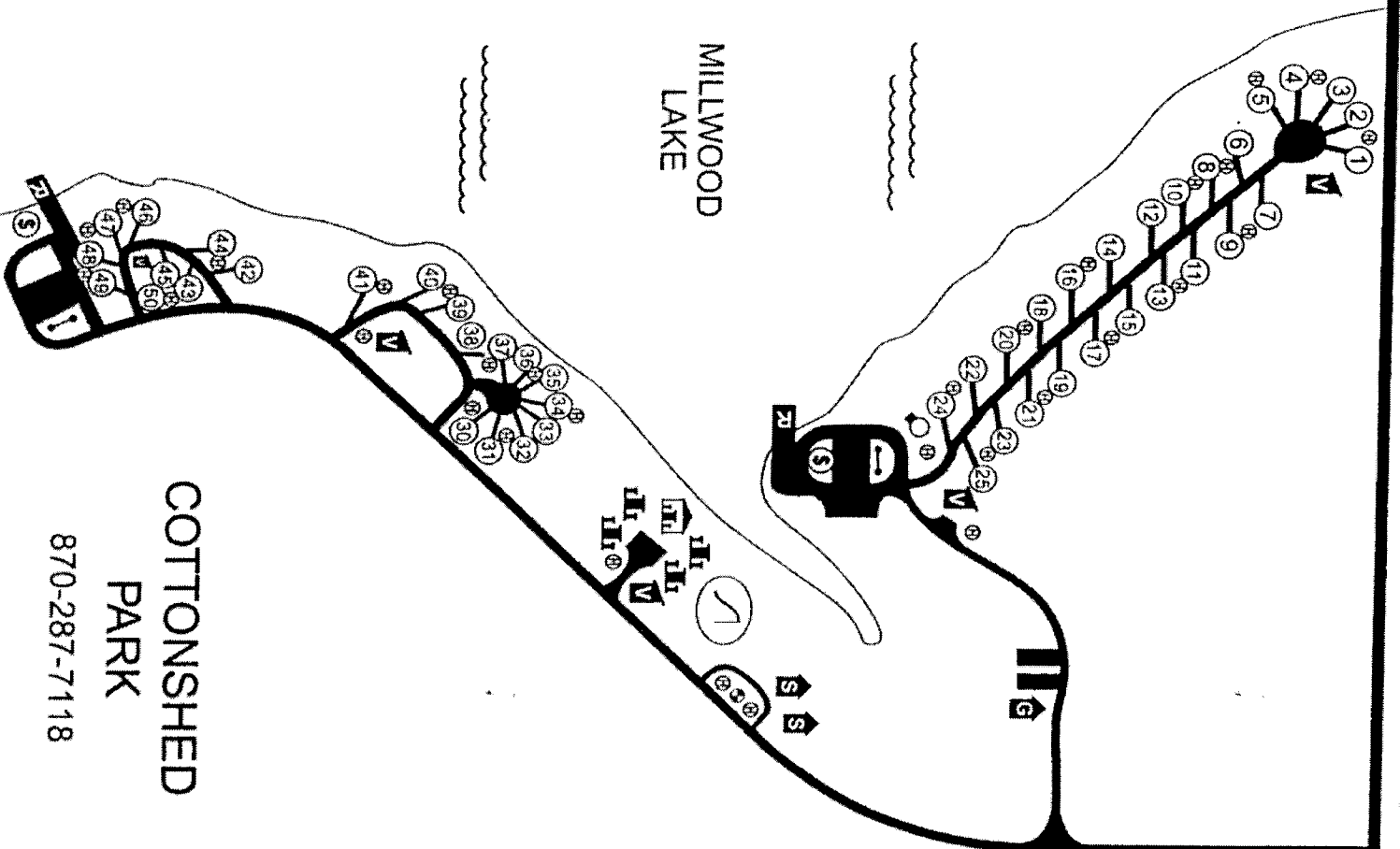




US Army Corps  
of Engineers  
Little Rock District

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- Dump Station
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- Playground
- Amphitheater
- Boat Ramp
- Courtesy Dock
- Honor Vault
- Fish Cleaning Station



COTTONSHED  
PARK

870-287-7118

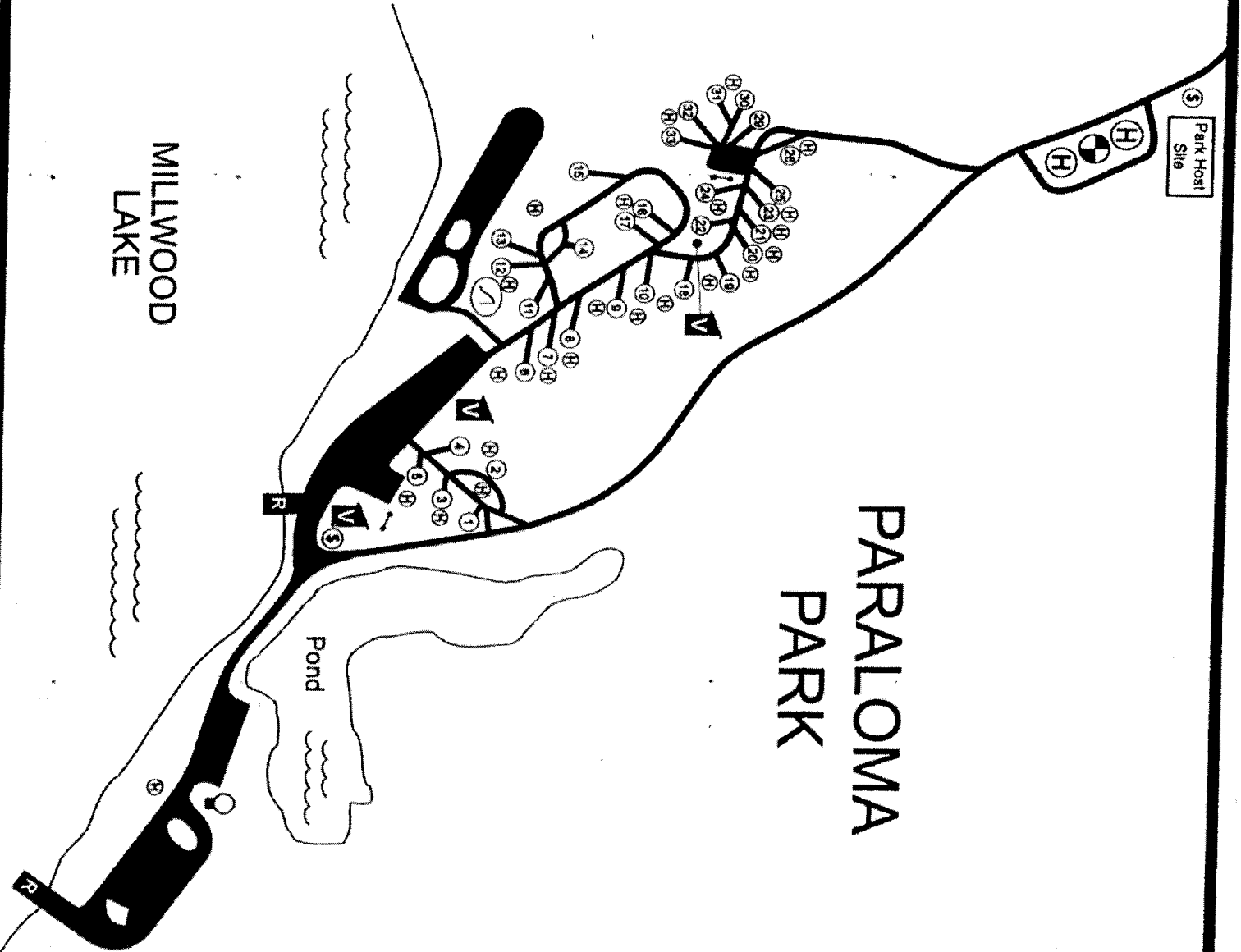




US Army Corps  
of Engineers  
Little Rock District

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- Honor Vault
- Fish Cleaning Station

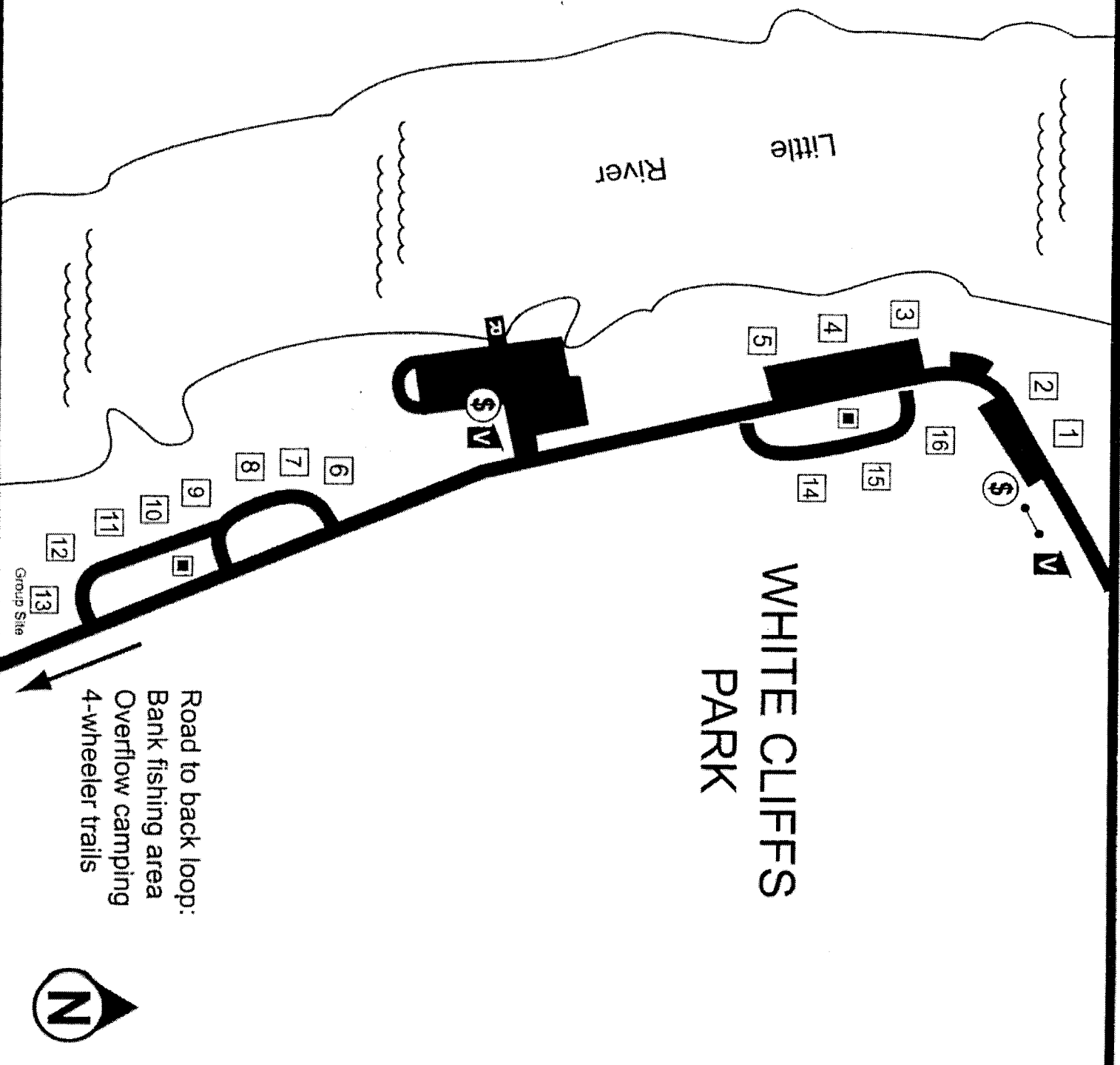




US Army Corps  
of Engineers  
Little Rock District

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- Boat Ramp
- Courtesy Dock
- Honor Vault
- Fish Cleaning Station



US Army Corps  
of Engineers®  
Little Rock District



RAMP

LITTLE RIVER  
MILLWOOD LAKE

WILTON  
LANDING

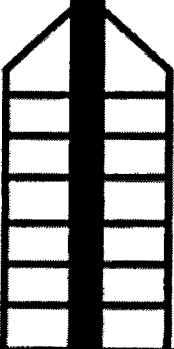


PARKING



HWY  
71

Picnic Site  
Vault Toilet  
Honor Vault





# LEGEND



ST SHOWER TOILET

MVT METAL VAULT TOILET

WATER HYDRANT

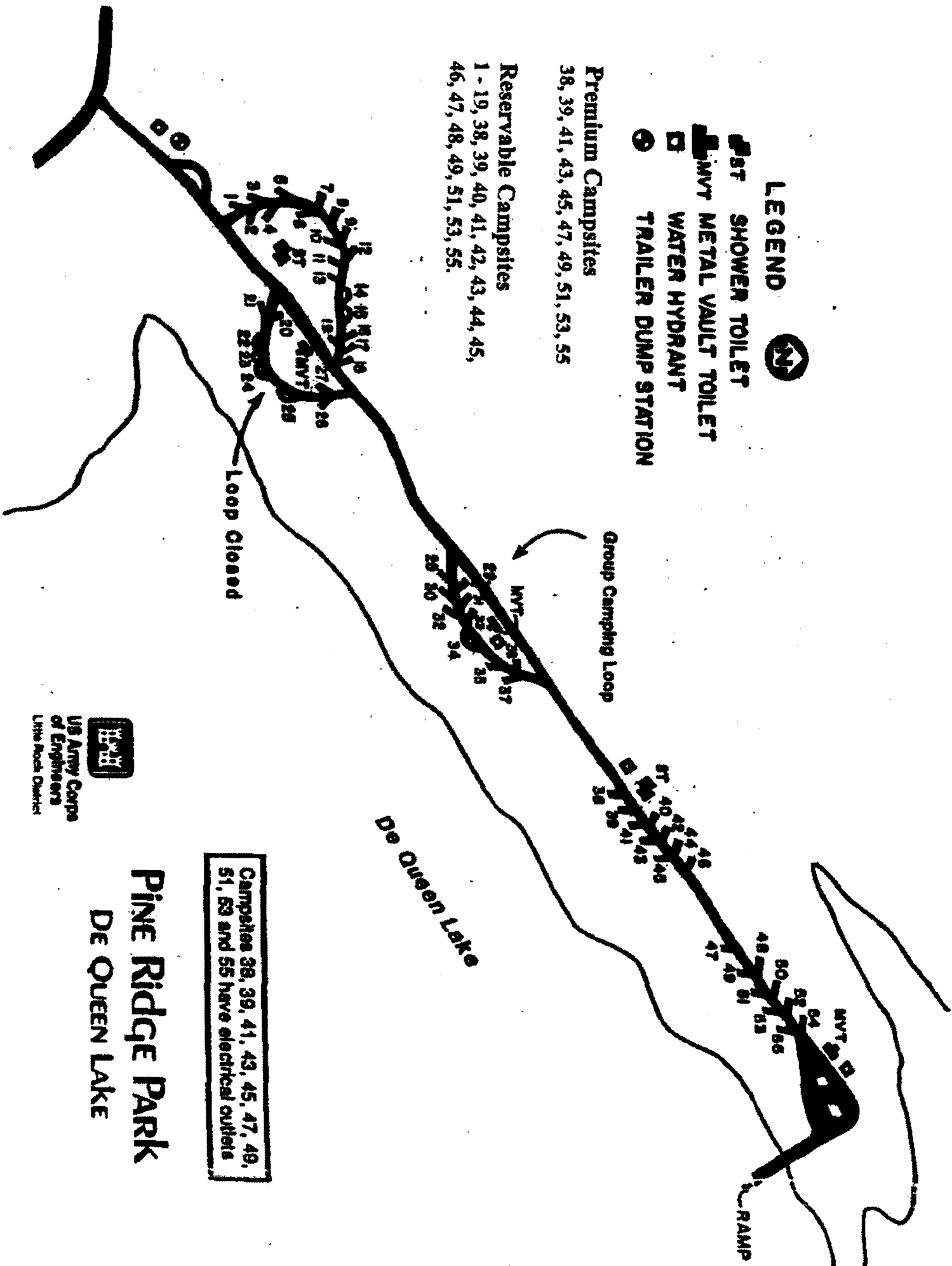
TRAILER DUMP STATION

## Premium Campsites

38, 39, 41, 43, 45, 47, 49, 51, 53, 55

## Reservable Campsites

1 - 19, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 51, 53, 55.








Campsites 38, 39, 41, 43, 45, 47, 49, 51, 53 and 55 have electrical outlets.

PINE RIDGE PARK  
DE QUEEN LAKE

US Army Corps  
of Engineers  
Little Rock District



# LEGEND

-  SHOWER TOILET
-  METAL VAULT TOILET
-  WATER HYDRANT
-  TRAILER DUMP STATION
-  GATE ATTENDANT HOUSE

## Reservable Campsites

10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21,  
22, 23, 24, 25, 26, 29, 30, 31, 32, 33, 34, 36.

## Premium Campsites

27, 28, 29, 30, 31, 32, 33, 34, 35, 36.



De Queen Lake

RAMP

Amphitheater

Playground

Picnic  
Shelter

OAK GROVE PARK  
DE QUEEN LAKE

Campsites 1-36 have electrical outlets

US Army Corps  
of Engineers  
Little Rock District





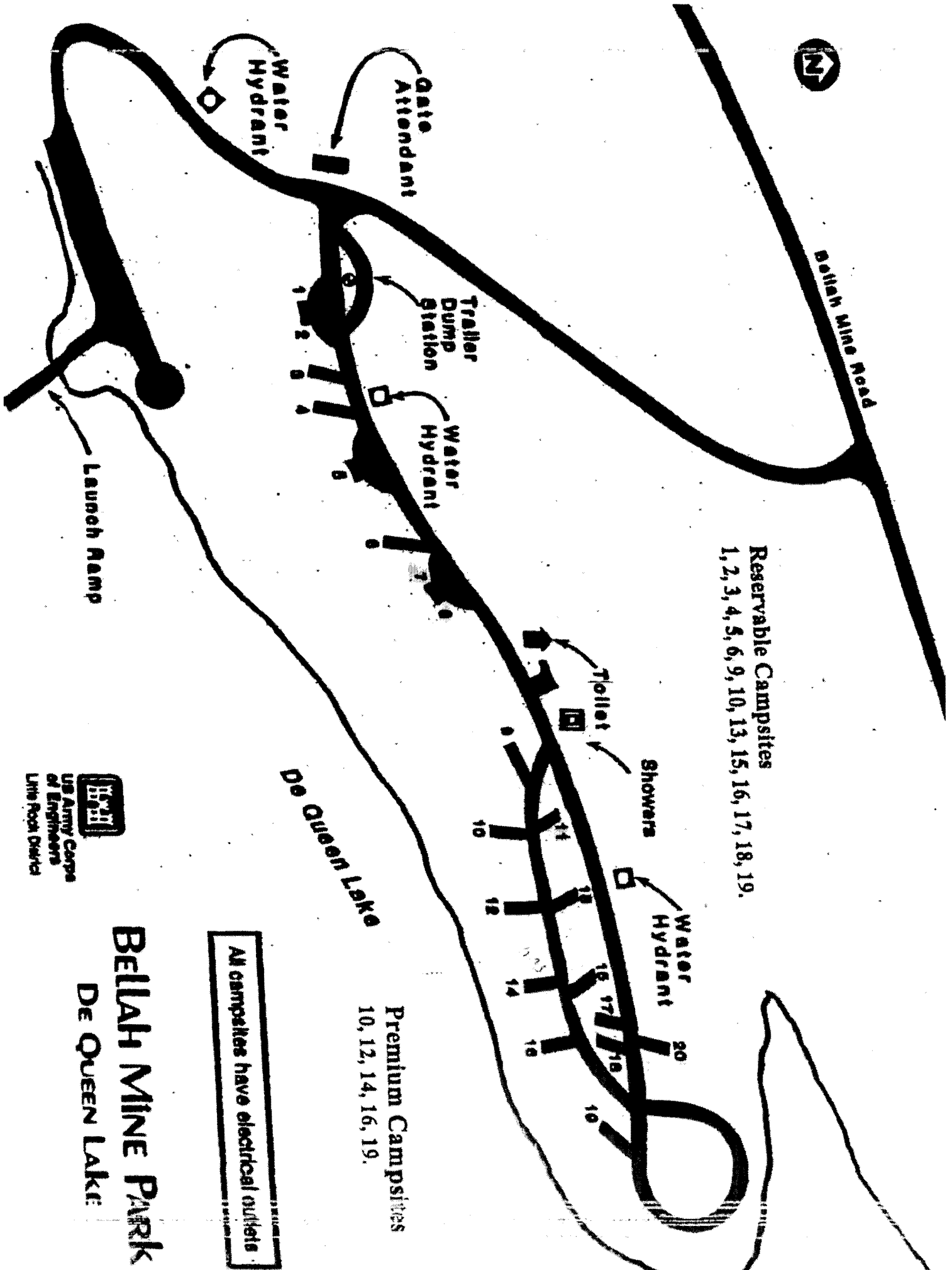
Bellah Mine Road

Reservable Campsites  
1, 2, 3, 4, 5, 6, 9, 10, 13, 15, 16, 17, 18, 19.

De Queen Lake

Premium Campsites  
10, 12, 14, 16, 19.

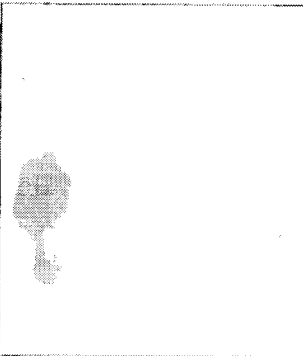
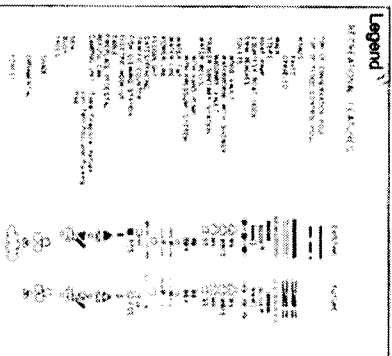
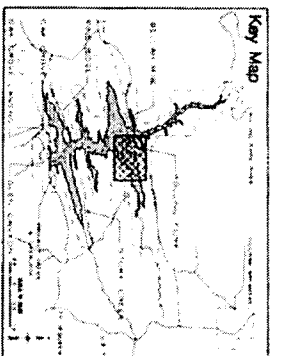
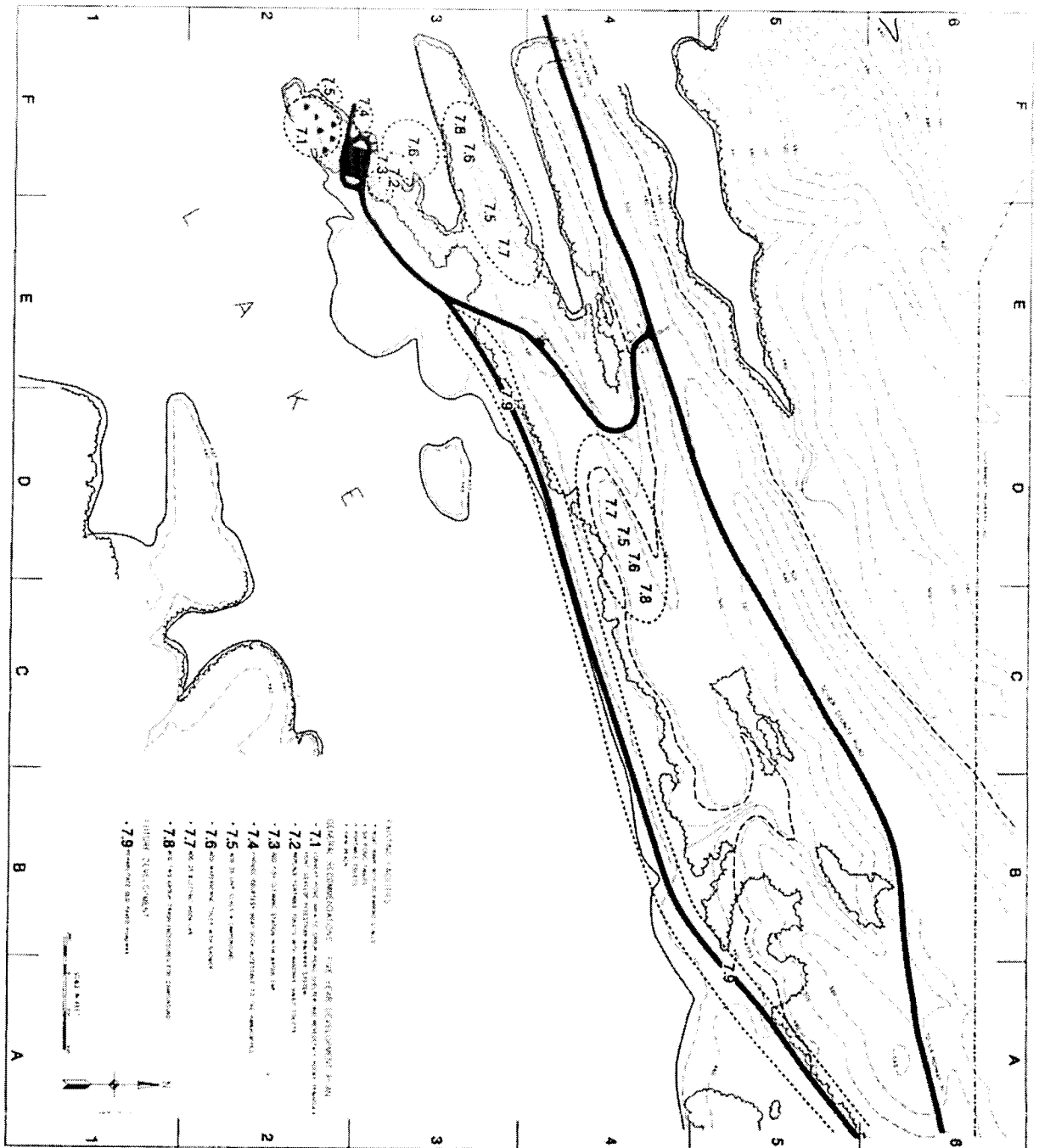
All campsites have electrical outlets



# BELLAH MINE PARK

## DE QUEEN LAKE

US Army Corps  
of Engineers  
Little Rock District

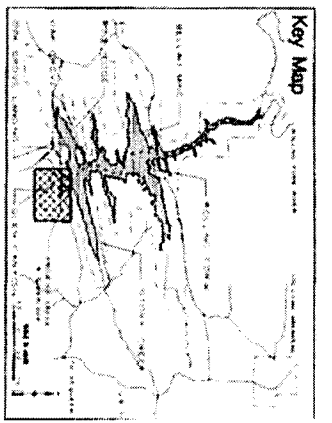
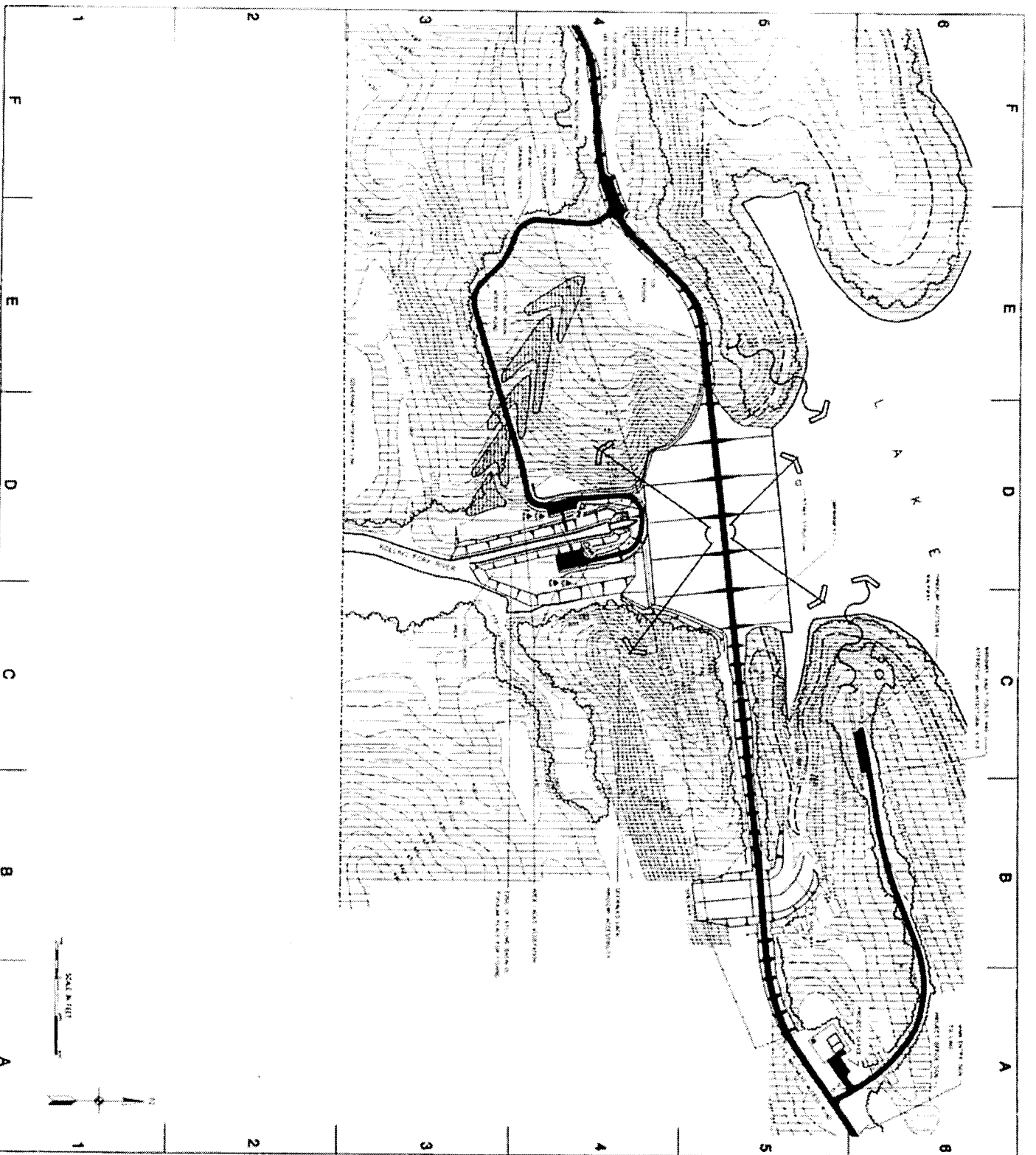


**Master Plan for:**  
**DeQueen Lake**  
Rolling Fork River, Arkansas

**Rolling Fork Landing  
Facility Development Plan**

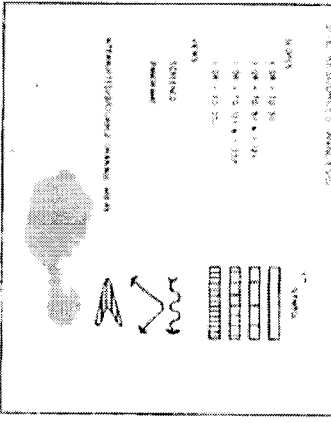
June 1982      Draw # 1000-0-047-0      Pages 4 of 12

U.S. Army Corps of Engineers, Little Rock District  
Attention: Mr. Kenneth Macomber, P.E.   26 Louis Vander   5-2079

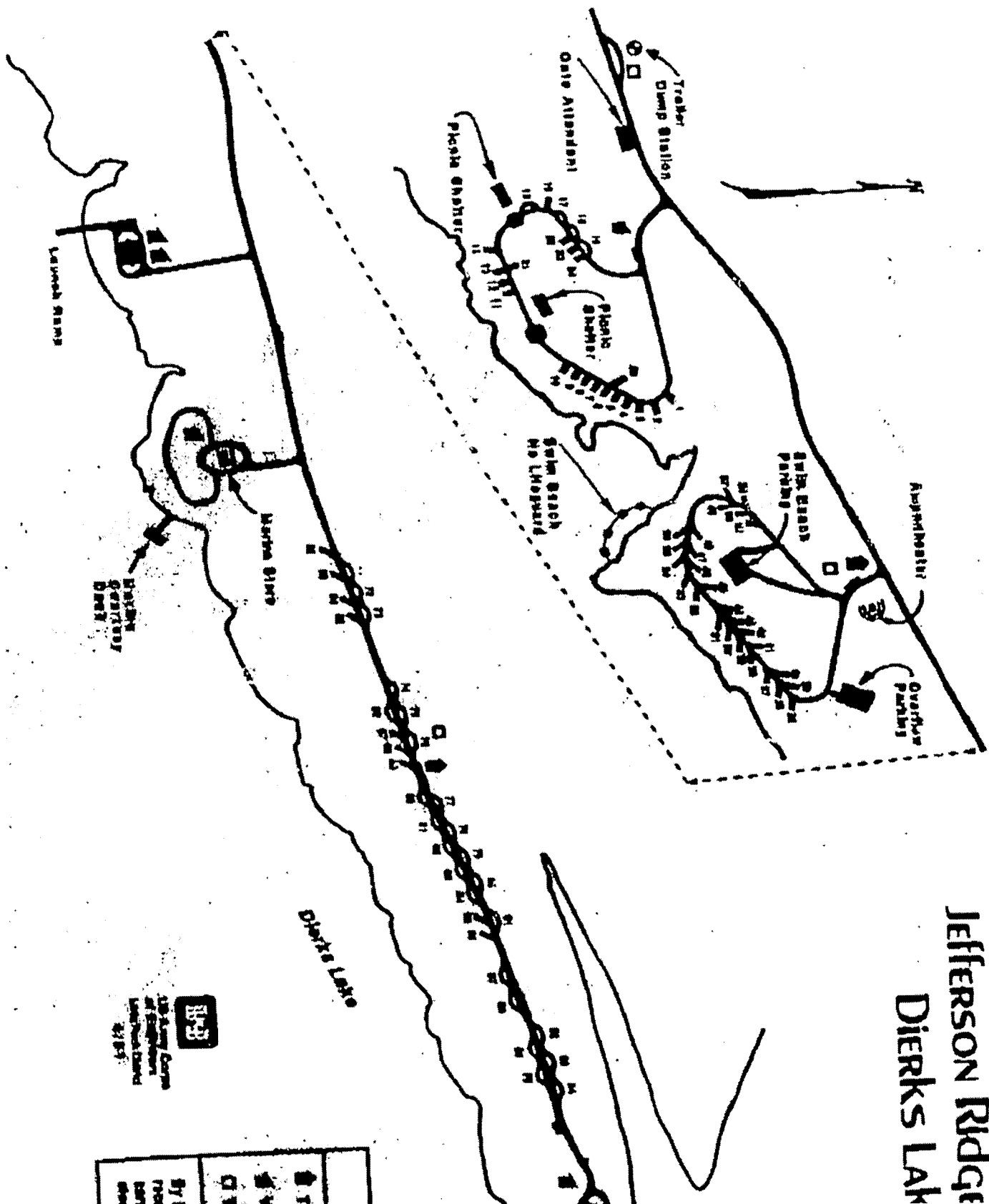


### Legend

- DEQUEEN LAKE
- ROLLING FORK RIVER
- STATE OF ARKANSAS
- STATE OF MISSISSIPPI
- STATE OF LOUISIANA
- STATE OF TENNESSEE
- STATE OF MISSOURI
- STATE OF OKLAHOMA
- STATE OF NEBRASKA
- STATE OF KANSAS
- STATE OF COLORADO
- STATE OF WYOMING
- STATE OF MONTANA
- STATE OF IDAHO
- STATE OF UTAH
- STATE OF NEW MEXICO
- STATE OF ARIZONA
- STATE OF CALIFORNIA
- STATE OF OREGON
- STATE OF WASHINGTON
- STATE OF ALASKA
- STATE OF HAWAII



Master Plan for:  
**DeQueen Lake**  
 Rolling Fork River, Arkansas  
 Glen Canyon  
 Site Resources Analysis



E

D

C

●●

SUBJECT OFFICER:

## 1. DEVELOPMENT PLAN

5. OVERBID.

**Fig.**

SOUTH

TO  
R DEVELOPMENT PLAN  
ADGADCTO

1 CAMPBELL

### 3.11

**Keywords:** child sexual abuse; disclosure; social support

3.9

### 3.8

3.9

3.1

### 3.3

2

1

SALINE

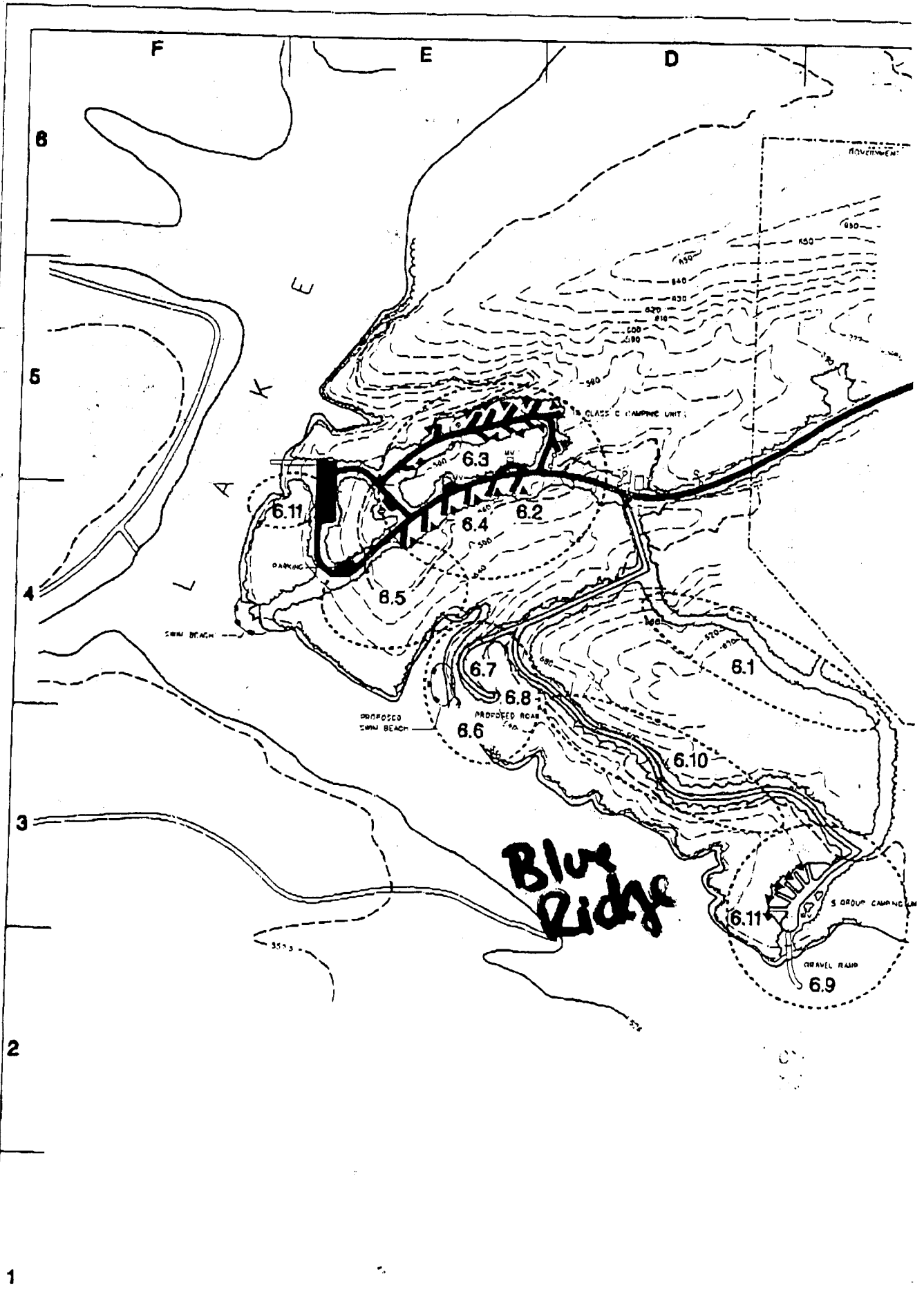
### 3.2

## 2 DEVELOPMENT PLAN

REPLYING THE MOTION

AREA AND FISHING AGES

LINE 0454



# BIG COON CREEK PARK

Premium Campsites  
1,2,3,7,8,9,10,11,12,13,22,23,24

Reservable Campsites  
7,8,12,13,14,15,16,17,18,19,20,  
21,22,23,24,25,26,27,30,31

Non-Reservable Campsites  
1,2,3,4,5,6,9,10,11,28,29

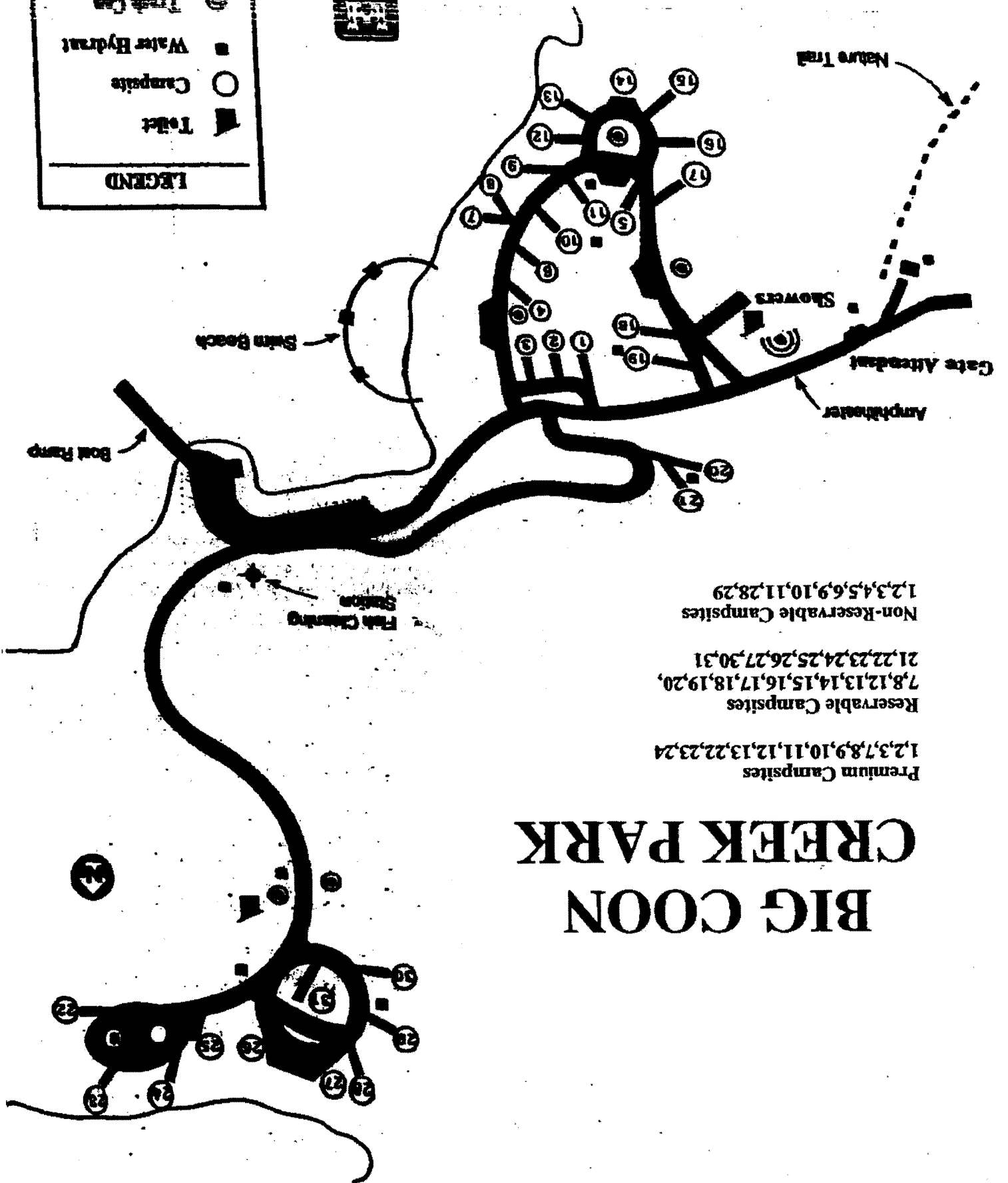
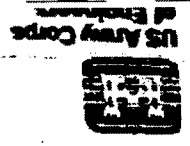
Trash Can

Water Hydrant

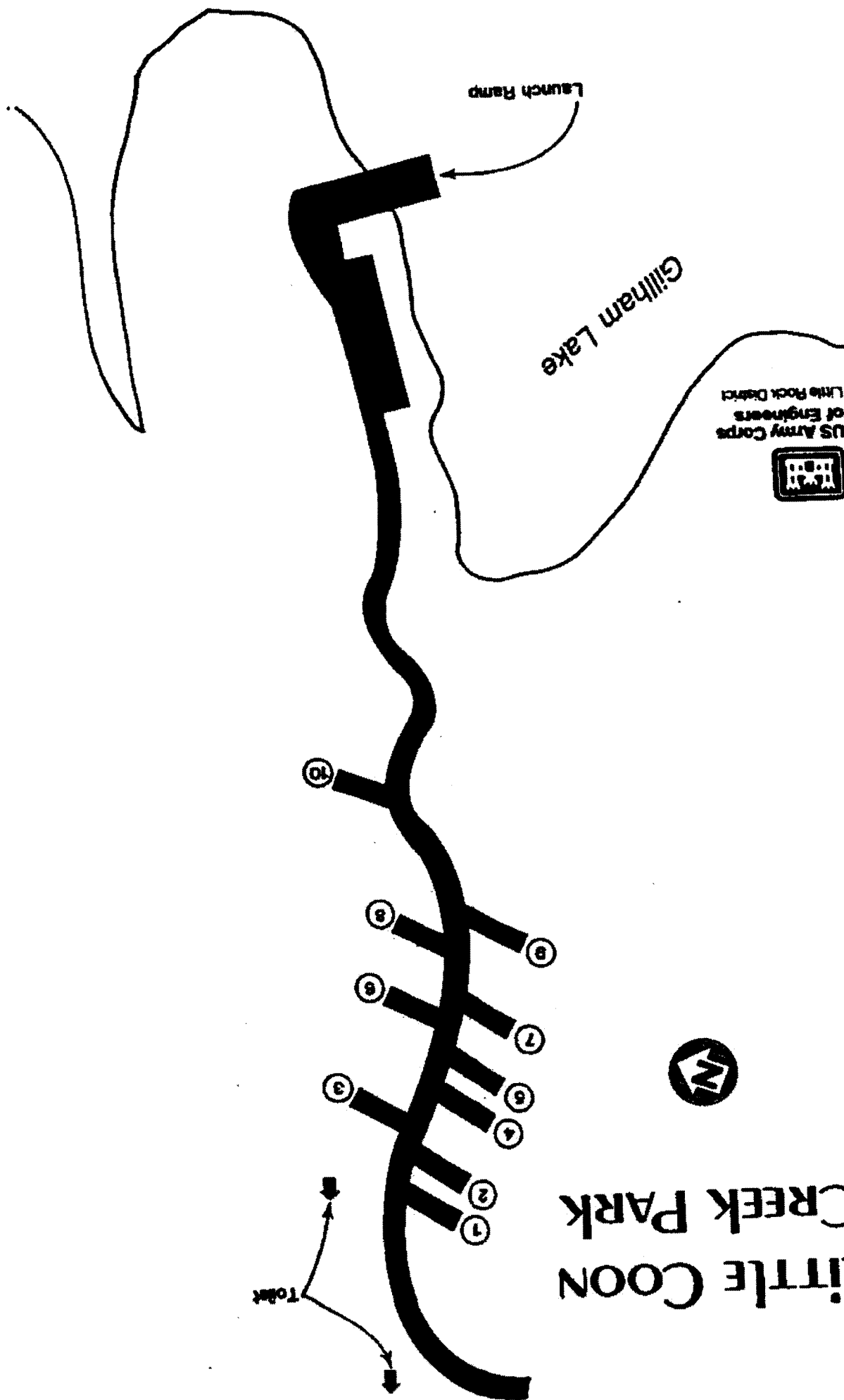
Campsite

Toilet

LEGEND







# COSSATOR REEFS PARK



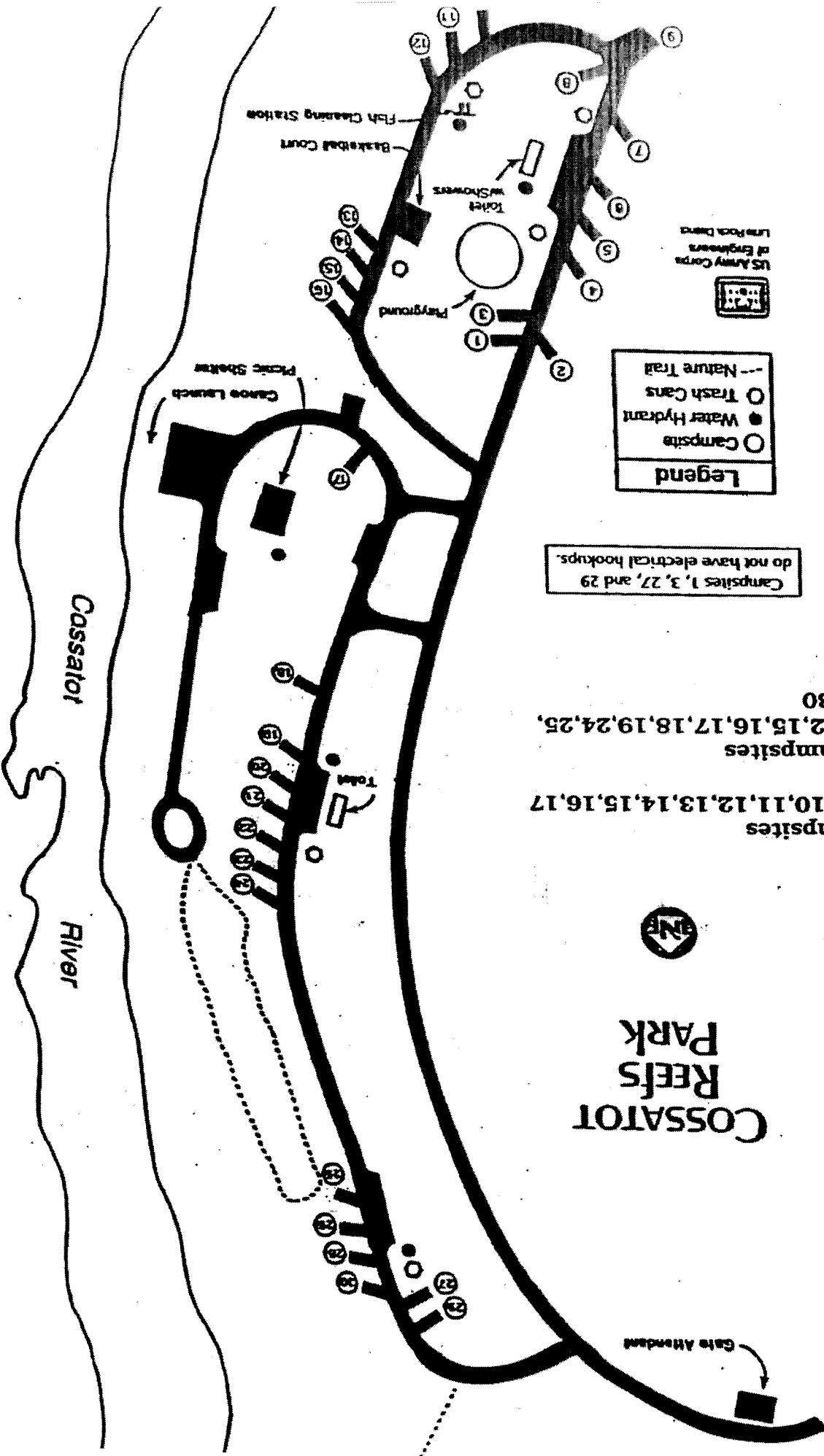
**Premium Campsites**  
2,4,5,6,7,8,9,10,11,12,13,14,15,16,17

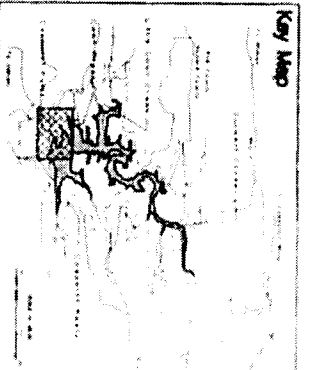
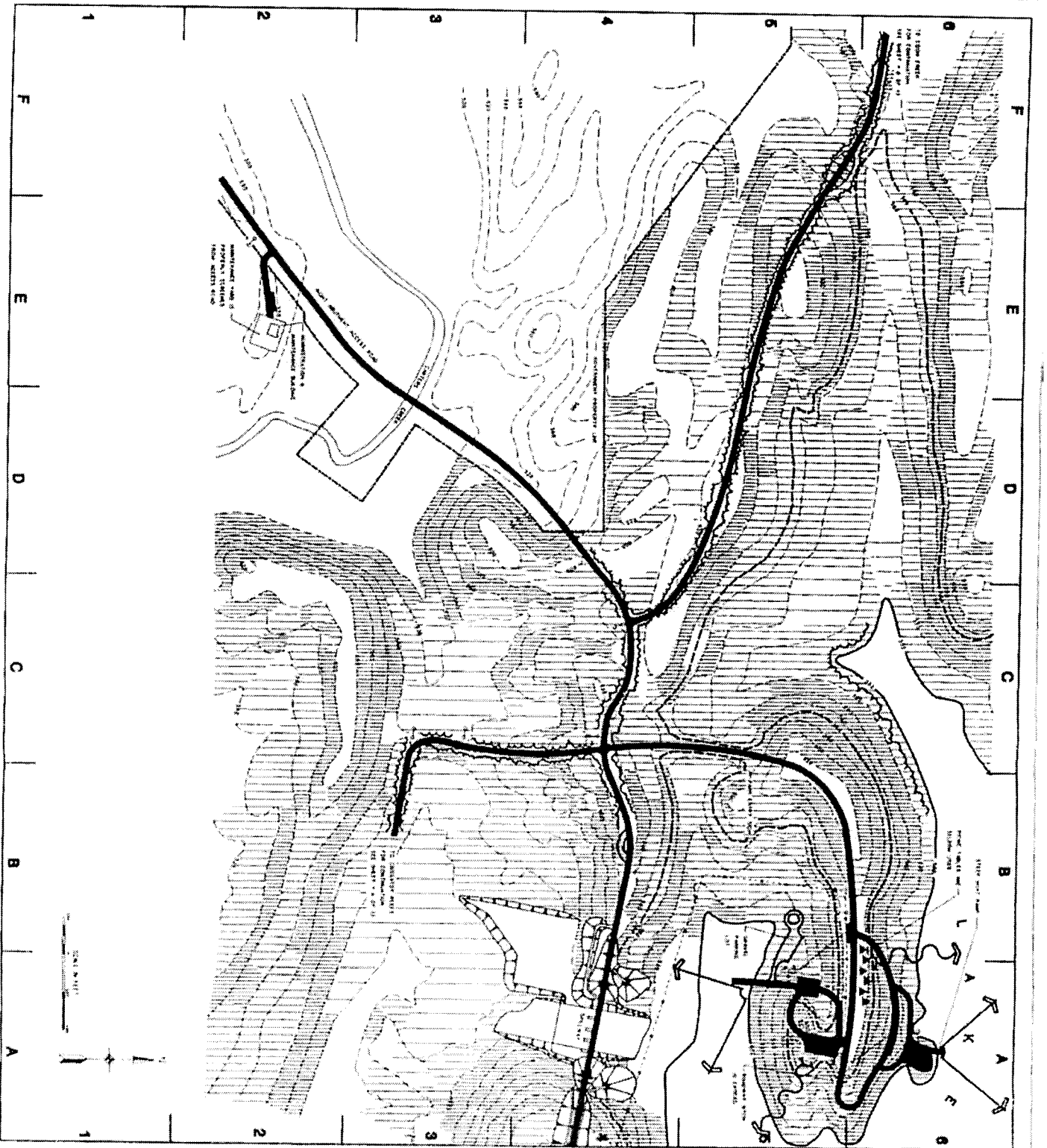
**Reservable Campsites**  
1,5,9,10,11,12,15,16,17,18,19,24,25,  
26,27,28,29,30

Campsites 1, 3, 27, and 29  
do not have electrical hookups.

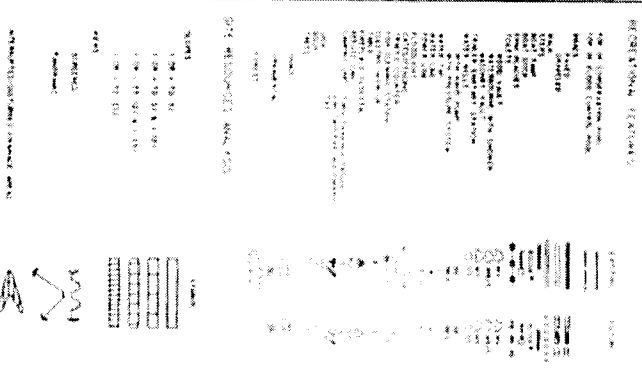
Legend	
○	Campsite
●	Water Hydrant
○	Trash Cans
---	Nature Trail

US Army Corps  
of Engineers  
Little Rock District





# Legend



**Master Plan for:**  
**Gilham Lake**  
**Cossatot River, Arkansas**  
**Cossatot Point/**  
**Site Resources**

Project Data: Design & Construction - 1974, Phase 1  
 U.S. Army Corps of Engineers, Little Rock District  
 Prepared by: Regional Administration, Little Rock District